

MOTION BY SUPERVISOR DON KNABE

June 23, 2015

Liberty Community Plaza Lease and Operating Agreement

In October 2013, the Board of Commissioners of the Community Development Commission of the County of Los Angeles (Commission) granted authority to its Executive Director to award a construction contract to Morillo Construction, Inc. to construct the Liberty Community Plaza for total cost of up to \$10,283,649. Previously, in connection with this project, on September 30, 2013, the County transferred \$500,000 in CY PRES I funds to the Commission to pay for the Star Passive Park (landscaping work) as part of this project. On March 1, 2011, the Board of Supervisors approved the transfer of \$18,000,000 from Capital Project Funds to the Commission to pay for development and construction costs. On November 12, 2009, the Board of Supervisors approved the transfer of \$750,000 from the Fourth District Strategic Planning Funds to the Commission to pay for initial predevelopment costs.

The Liberty Community Plaza (formerly known as the Whittier Area Recreation and Family Services Center) is located at 14181 Telegraph Road in unincorporated South Whittier. The 19,000 square foot community center is nearing completion within the project budget and its opening is planned for Summer 2015. The Liberty Community Plaza (Liberty Plaza) is a County-owned property that will be operated in collaboration between the County and Helpline Youth Counseling (HYC).

HYC, a non-profit, public benefit organization, has been providing youth and family counseling services in Los Angeles County since 1967, and has grown to an organization consisting of 61 full time employees with an annual operating budget of \$3.5 million. HYC is slated to occupy approximately 9,039 square feet at Liberty Plaza to further its mission and continue delivering youth and family counseling services to

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MOTION

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County residents. Another approximately 12,800 square feet will consist of community space, exercise rooms, banquet space and other public uses, as well as temporary/unassigned County offices and rooms reserved for Military Veteran's programs, all of which will be managed by HYC. The community space managed by HYC will be made available to the public through a day use permit process administered by HYC in accordance with requirements established by the County, including an approved Day Use Permit form. The site also includes a 5-acre outdoor recreation area including educational gardens, a running/walking track, tot lot, exercise equipment, and an amphitheatre.

Pursuant to a proposed Lease and Operating Agreement between the County and HYC (Agreement), HYC will operate and manage the Liberty Plaza building and grounds and will pay an agreed-upon share of the building's operating expenses. In exchange for HYC's financial contribution to the building operating expenses and HYC's counseling and property management services, County will provide HYC with the use of 9,039 square feet in the building. HYC's responsibilities under the proposed Agreement will include but not be limited to: provision of youth and family counseling services to the surrounding community, issuance of Day-Use Permits for certain public uses (to include the use of alcohol for certain event uses, subject to provision of adequate insurance), the collection of user fees pursuant to the County's approved Day-Use fee schedule, day-to-day maintenance of the building and site, all for the purpose of ensuring that Liberty Plaza is readily accessible to the public. The proposed Agreement will have a five-year initial term, with a potential five-year extension with the concurrence of both parties. Either party will have the ability to terminate the Agreement upon three months advance written notice.

The building operating expenses are projected to be \$35,576 per month, expenses will be split pro rata with HYC, with the County's monthly contribution to be capped at \$23,000 per month for the initial five-year term of the proposed Agreement (after which time further County contribution will be subject to negotiation). As Liberty Plaza is new construction with no use or maintenance history on which to base projections, the actual building operating expenses may differ from the projected building operating expenses resulting in different contribution amounts from HYC and the County, subject to the County's maximum monthly contribution of \$23,000. The County's portion of fees for five years, totaling \$1.3 million dollars will be held in a reserve to be allocated to Helpline. Day-Use Permit fees collected from users of the site will also be used to offset contributions from HYC and the County. The operations budget for the facility will be monitored and administered by the County, and the proposed Agreement will include provisions for, at a minimum, quarterly financial reporting by HYC as well as audit rights in favor of the County.

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**I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS, ACTING AS THE COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:**

1. Authorize the Executive Director to transfer up to \$1,300,000 of unused interest funds accrued from this project from the sources identified above into an account held by the County for purposes of Operating and Maintaining the above mentioned project;
2. Authorize the Executive Director or his designee to amend funding agreements and/or other related documents to transfer the funds to the County.

**I FURTHER MOVE THAT THE BOARD OF SUPERVISORS:**

1. Find that the Community Development Commission previously adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan on October 8, 2013, and that the issuance of a five-year Lease and Operating Agreement to Helpline Youth Counseling for the use of the County-owned property known as Liberty Plaza Community Center is within the scope of such previously adopted Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for purposes of the California Environmental Quality Act (CEQA);
2. Pursuant to Government Code 26227, find that a portion of Liberty Plaza is not needed for County purposes during the proposed Agreement term, and that the youth and family counseling services provided by Helpline Youth Counseling to the local community serve public purposes that benefit the County and its residents;
3. Instruct the Mayor to execute, upon presentation, a Lease and Operating Agreement with Helpline Youth Counseling, Inc. in a form substantially similar to that attached hereto and approved as to form by County Counsel, designating Helpline Youth Counseling to act as the agent of the County for issuing Day-Use Permits and collecting use fees related thereto in accordance with the attachments to the Agreement; and

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4. Authorize the Interim Chief Executive Officer to accept from the Commission and establish an interest-bearing trust fund for \$1,300,000, for the purposes described above;
5. Authorize the Interim Chief Executive Officer or her designee to execute or amend funding agreements and/or other related documents as may be necessary in order to allow County to receive funds from the Commission or to otherwise effectuate the project.

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# LEASE AND OPERATING AGREEMENT

## LIBERTY PLAZA RECREATION AND FAMILY SERVICE CENTER

**THIS LEASE AND OPERATING AGREEMENT** ("Agreement") is made and entered into this 23rd day of June, 2015

By and between **COUNTY OF LOS ANGELES**, as ("County"), a body corporate and politic organized under the laws of the State of California, and **HELPLINE YOUTH COUNSELING** ("Tenant"), a non-profit, public benefit organization incorporated in the State of California.

### RECITALS

WHEREAS, County owns the newly constructed Liberty Community Plaza (the "Building") and the real property upon which the Building is located, (the "Property") both of which are commonly referred as 14181 Telegraph Road, Whittier in the unincorporated territory of South Whittier, County of Los Angeles; and

WHEREAS, Tenant is a non-profit organization that provides youth and family counseling services; and

WHEREAS, Tenant desires to exclusively use and occupy a portion of the Building in order to provide youth and family counseling services to the surrounding population, which services the County has determined serve the social needs of County residents; and

WHEREAS, County is prepared to lease to the Tenant approximately 9,039 square feet within the Building, pursuant to Government Code Section 26227, in order for Tenant to partially occupy the Building for use as a youth and family counseling center and other related purposes, all of which serve the social needs of the population of the County; and

WHEREAS, notwithstanding Tenant's occupancy of a portion of the Building, County desires the remaining portion of the Building, (consisting of approximately 12,800 square feet), and the outdoor space on the Property remain available for utilization by the County and the community; and

WHEREAS, Tenant will be a full-time occupant of the Building and has the resources to effectively manage, operate and maintain the entire Building and outdoor space for the public benefit, including the scheduling and use of portions of the Building for members of the public or the County for community activities, and the parties desire that Tenant manage, operate and maintain the entire Building and outdoor space for the County's and public benefit, in accordance with the terms and conditions set forth herein; and

Now, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the terms and conditions set forth herein, the County

and Tenant agree as follows:

**ARTICLE 1  
BASIC PROVISIONS**

**1.1 Independent Contractor Status.**

This Agreement is by and between the County and Tenant and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Tenant.

**1.2 Prior Agreements.**

This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof and no prior agreements between the parties shall have any further force or effect.

**ARTICLE 2  
DESCRIPTION OF PREMISES**

The County, for and in consideration of the performance of the covenants and agreements set forth herein, upon the following terms and conditions, hereby leases to the Tenant, and the Tenant hereby leases from the County, the premises located at 14181 Telegraph Road, Whittier, in the County of Los Angeles, State of California consisting of the following (collectively, the "Premises"):

(a) The Helpline Space: a total of approximately 9,039 square feet of space in the building located at 14181 Telegraph Road, Whittier (the "Building"), as depicted on Exhibit A attached hereto and incorporated herein by this reference;

(b) The Community Space: a total of approximately 12,761 square feet of space in the Building, as depicted on Exhibit A hereto; and

(c) The Outdoor Space: the grounds and outdoor space surrounding the Building (including without limitation the parking lot adjacent to the Building), all as depicted on Exhibit K attached hereto and incorporated herein by this reference.

(d) Hereinafter the Community Space and Outdoor Space are collectively referred as the "Community Space".

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**ARTICLE 3  
TERM**

### **3.1 Original Term and Commencement Date.**

The Term of this Agreement shall be for a period of five (5) years. The Term of this Agreement shall commence upon execution of the Agreement by County. Tenant shall provide County written notice not less than 365 days prior to the expiration of the five-year term if Tenant wishes to request an extension to the Agreement for an additional five-year term. The County, at its sole discretion, and upon approval by Chief Executive Officer ("CEO") letter, may agree to renew the Agreement term for an additional five-year period ("Extension Term"), subject to all of the terms and conditions of this Agreement within 90 days of receipt of Tenant's request for an extension. The County may provide Tenant a written notice rejecting the request for an extension at least 270 days prior to expiration of the five-year term. If notice of rejection is not received within this timeframe, then Tenant's request for an extension shall be deemed disapproved.

### **3.2 Holdover.**

In case Tenant holds over beyond the end of the term hereof (or the end of the Extension Term, if applicable), such tenancy shall be from month-to-month only, subject to the provisions and conditions of this Agreement, but shall not be a renewal or extension hereof. Either party may, during the holdover, cancel this Agreement by giving the other party at least 60 days' prior written notice.

### **3.3 Cancellation.**

Either party shall have the right to cancel this Agreement at any time during the term or any extension thereof by providing three months prior written notice to the other party. In the event of any such cancellation pursuant to this Section 3.3, Tenant shall have the right to continue its occupancy of the Helpline Space only as a tenant, subject to a new lease (with a term equivalent to the then-remaining term of this Agreement) at a Fair Market Value ("FMV") rental rate, to be entered into between County and Tenant.

### **3.4 Determination of FMV**

If County and Tenant cannot agree on the FMV for the Helpline Space during the three month advance notice period set forth in Section 3.3 hereof, FMV shall be determined by using the rental rate prevailing for similarly-improved office space within a three-mile radius of the Premises for transactions consummated within the last 12 months immediately preceding the date of the cancellation notice under Section 3.3. If similarly-improved office space cannot be found within a three-mile radius of the Premises, then the search area shall be enlarged to a five-mile radius. In determining FMV for the Helpline Space, equitable adjustments to the surveyed rental values shall be made for the size and credit-worthiness of Tenant, the quality of the project, the nature of the Tenant's improvements (if any) and any other lease terms having an impact on rental values. The fair rental survey shall be conducted by the County's appraiser and the Tenant's appraiser, each of which shall be certified and licensed by

the State of California. County shall bear the cost of County's appraiser and Tenant shall bear the cost of Tenant's appraiser.

If County and Tenant cannot agree on the FMV for the Helpline Space within 45 days after the date of the cancellation notice pursuant to Section 3.3 hereof, each shall mutually select a third appraiser who shall also conduct a FMV appraisal. The third appraiser shall be required to have the same certification and licensing as the first two appraisers. The average of the two (2) appraisals nearest in value shall be the FMV for the Helpline Space and shall be final and binding on the parties. The cost of the third appraiser shall be borne equally by County and Tenant.

## **ARTICLE 4 OPERATING EXPENSES AND CONSIDERATION**

### **4.1 Operating Expenses (Defined)**

For purposes of this Agreement, the term Operating Expenses shall mean all direct and indirect expenses incurred and necessary to maintain and operate the Premises, except those deemed as non-reoccurring extraordinary maintenance expenses as otherwise provided for in Section 7.5. The parties understand and acknowledge the Building is new and has never been occupied and therefore it is impossible to ascertain the nature of all Operating Expenses anticipated and estimated the amount of each for budgeting purposes. Nevertheless, the parties have endeavored through negotiations and utilizing the best information available to create a monthly budget of Operating Expenses attached hereto as Exhibit B and incorporated herein by this reference (the "Operating Budget").

Included in the Operating Budget is an allocation representing the fair and reasonable estimate of the Tenant's anticipated pro-rata share of the Operating Expenses for the Premises for its direct use and utilization of the Helpline Space, which the parties agree is approximately 42% ("Tenant's Share"). Because the Tenant's consideration for the use and utilization of Helpline Space is based in part on its cash payment towards the anticipated pro-rata share of the Operating Expense and in part on the value of its services to the County as provided for in Section 4.3, the Operating Budget also provides for an estimated monthly payment the Tenant is obligated to pay as its Contribution towards the Operating Expenses, ("Tenant's Estimated Monthly Contribution").

Should newly-acquired information and/or actual payment history justify or warrant, a modification in the Operating Budget and/or allocations therein, the parties agree that the Operating Budget may be modified either upon the Tenants written request to the County and the County's consent or the County's unilateral decision with 60 days prior written notice to Tenant. However, the parties agree that any modification that results in an increase in Tenant's Estimated Monthly Contribution shall not occur earlier than August 2016 and any such future increases are limited to once per year thereafter.

#### **4.2 Operating Expense Payment by County**

The County shall be responsible for payment of all Operating Expenses related to the operation of the Premises, subject to: (a) contribution by Tenant as set forth in Section 4.3(d), and (b) a maximum total Operating Expense payment of \$23,000 per month ("County's Maximum Monthly Contribution"), which maximum will be effective for the initial 5-year term hereof and subject to negotiation thereafter. The parties acknowledge and agree that the County's pro rata share of the Operating Expenses for the Premises, based on the square footage of the Community Space, is approximately 58% ("County's Share") but that, notwithstanding any provision to the contrary herein, in no event shall County's monthly payment obligations hereunder exceed the County's Maximum Monthly Contribution.

#### **4.3 Tenant's Consideration**

County hereby agrees to provide Tenant the exclusive possession of the Helpline Space and general use and access to the Community Space during the term hereof (and any extension or holdover) in exchange for Tenant's agreement to:

- (a) use and maintain the Premises as specified herein, including to provide youth and family counseling and related services in the Helpline Space and to provide the Services as defined in Article 5 hereof;
- (b) perform the management and Operating services for the Community Space and outdoor space defined herein; and
- (c) comply with all other terms and conditions of this Agreement; and
- (d) pay Tenant's Share of the actual Operating Expenses, in approximately the amount of the Tenant's Estimated Monthly Contribution as set forth in the Operating Budget.

#### **4.4 Operating Expense Account**

Prior to occupancy, Tenant shall establish an interest-bearing Operating Expense Account solely for the purposes of collecting all Premises revenue and paying all Operating Expenses. Thereafter, but prior to Tenant's occupancy, the County shall make an initial deposit to fund the Operating Expense Account in an amount equal to not less than County's Maximum Monthly Contribution for one month. On a regular basis, but no less frequently than on a monthly basis on the first day of each month of the term hereof, Tenant shall pay to, or deposit into the Operating Expense Account, an amount no less than Tenant's Share of actual Operating Expenses incurred, with a minimum balance of 1.5 times the Tenant's Estimated Monthly Contribution to be maintained by Tenant in the Operating Expense Account at all times. The balance (the actual payment of the monthly required Operating Expenses, less County's Maximum Monthly Contribution) remains the sole financial responsibility of the Tenant

Tenant shall notify the County in writing \_\_\_\_\_ at \_\_\_\_\_, of the necessity to replenish the Operating Expense Account and County agrees to fund the

required replenishment of the Operating Expense Account within 30 days of receipt of Tenant's request.

Tenant shall provide the County quarterly and annual reconciliations of the Operating Expense Account reflecting the actual expenses incurred and paid, comparison of the projected and actual Operating Expenses, and the Community Center Expense Summary, as provided for in Section 6.1 (and subject to County's right in year one of the term hereof to require monthly reporting, as set forth in Section 6.1).

The Operating Expense Account shall be subject to review and audit by the County pursuant to Article 6, hereof.

#### **4.5 Other County Contracts**

To the extent that Tenant is a party to any other agreements with the County of Los Angeles (or any of its departments), Tenant shall not bill the County for or otherwise attempt to recoup the value of its Operating Expense payments related to the Community Space via such other County agreements.

### **ARTICLE 5 USE AND MANAGEMENT OF PREMISES**

#### **5.1 Use of Premises.**

Tenant is hereby granted permission to utilize the Premises for the full Term of this Agreement (and any extension thereof) unless earlier terminated as provided herein. Such use by Tenant shall be for the purposes of: (a) providing youth and family counseling services within the Helpline Space, (b) providing management and administration of the Community Space (including programming and scheduling the use of the Community Space and collection of fees therefor), (c) providing maintenance of the Premises as set forth herein, and (d) such other purposes as are reasonably related thereto (collectively, the "Services"). It is understood that, as to the Community Space and the Outdoor Space, Tenant shall not have an exclusive right to use or occupy such space but instead shall act as the operator and administrator as to such portions of the Premises. Tenant's only exclusive-use area shall be the Helpline Space.

Tenant shall notify County prior to any material change in the Services, and obtain County's written approval thereof. In the event of any unauthorized material change by Tenant to the Services required to be provided hereunder or in the event Tenant ceases to provide all of the Services as required hereby, the County shall have the right to terminate this Agreement in accordance with section 13.2 of this Agreement.

It is expressly understood that this use of County-owned space does not constitute the conveyance by County to Tenant of any estate or interest in real or personal property (other than a leasehold estate). Tenant shall not use or pledge its leasehold interest in the Premises to obtain financing.

## **5.2 Management of Community Space.**

Subject to the terms of this Agreement, including without limitation section 5.3, Tenant shall manage, operate and administer the Community Space and the Outdoor Space for the use by the County and the use and enjoyment of the general public and for activities consistent with such public use and enjoyment. Such management responsibility shall be performed in accordance with terms of this Agreement and all applicable County ordinances, rules and regulations and state and federal laws. In addition, as part of its management of the Community Space, Tenant shall provide administration of the County's Veterans Brick Program in accordance with all instructions and guidelines of County.

## **5.3 User Agreements**

Tenant shall cause all users of the Building or the Outdoor Space who wish to use the Scheduled Areas (Exhibit C hereto) to execute a Day Use Permit in the form attached hereto as Exhibit D and incorporated herein by this reference ("Day Use Permit"). The "Scheduled Areas" are those portions of the Premises which can be reserved in advance by the County or members of the public and which are set forth in the Scheduled Areas List attached hereto as Exhibit C and incorporated by this reference.

Tenant shall require all users of the Premises' "HYC/Liberty Plaza Teen Center" under the age of 18 to complete the Teen Application Form (including parental permission signature) attached hereto as Exhibit E and incorporated herein by this reference.

Tenant's selection and scheduling of the users of the Scheduled Areas shall at all times be carried out in accordance with applicable law (including without limitation compliance with Section 25.20 hereof (Non-Discrimination)) and the guidelines established by the County, as those guidelines may be amended from time to time in County's sole discretion.

Should Tenant propose to enter into any agreement for use of the Premises other than a Day Use Permit, Tenant shall obtain County's advance written consent.

## **5.4 Collection of Use Fees**

Tenant shall be responsible for charging and collecting from all non-exempt (i.e., non-County) users a fee for any use of any Schedule Areas pursuant to the issuance of a Day Use Permit in accordance with the established rates in effect at the time of reservation. Exempt users, for purposes of this Agreement are defined as County users, including County departments and employees acting within the scope of their employment. Notwithstanding the foregoing, exempt County users shall be required to pay any additional fees on top of the standard room use fee that may be required (e.g., special equipment or catering fees). Tenant shall deposit all fees collected into the Operating Expense Account. Tenant may not provide any use of any portion of the Premises at a reduced rate, other than: (a) as specified in this Agreement, (b) to County users, or (c) as expressly authorized by the County in writing pursuant to a grant of authority from the County's Board of

Supervisors. Any use of the Premises (including the Scheduled Areas) allowed by Tenant on a reduced fee or gratis basis in accordance with the foregoing shall be documented by Tenant in its books and accounts. Tenant shall issue Day Use Permits for any authorized reduced fee or gratis use of the Premises, except for any use by County staff or departments. The County reserves the unilateral right to modify the Scheduled Areas List, and fees, during the term hereof (including during any extension or holdover) by providing written notice to Tenant by letter from County's Chief Executive Officer ("CEO").

Fees collected from third parties for Day Use Permits or ongoing scheduled use of the Community Space are intended to pay for the direct and indirect expenses associated with the event including personnel costs, security, set-up/take down, cleaning, utilities, etc. Fees collected and expenses paid shall be deposited to and paid from the Operating Expense Account. However Tenant shall separately account for all fees and expenses and shall provide the County with a quarterly and annual reconciliation in accordance with section 6.1. Any excess net proceeds realized from Day Use fees are intended to reduce the County's financial obligation under Section 4.2. Tenant shall maintain records of all fees collected in accordance with Section 6 hereof (Payments and Accounting).

### **5.5 Donations and Other Funds**

In connection with its management and administration of the Premises, in the event that Tenant receives any fees, donations, or funds of any kind other than use fees collected pursuant to Section 5.4 hereof, such funds shall be deposited into the Operating Expense Fund, or into a restricted account approved by County, if the funds are restricted to a specific use or if otherwise deemed appropriate by County in its sole discretion.

All use fees collected pursuant to Section 5.4 hereof, or any other fees or funds of any sort received by Tenant in connection with the operation, management, or administration of the Community Space and deposited into the Operating Expense Fund shall be used solely to pay for Operating Expenses, in relation to the parties' pro rata shares of the Premises (i.e., 58% towards County's share of Operating Expenses and 42% of Tenant's share of Operating Expenses), unless otherwise agreed by the parties in writing. County's CEO shall have the authority to enter into such agreement on behalf of County.

### **5.6 Hours of Operation**

The regular hours of operation for the Liberty Community Plaza (including the Building and Outdoor Space) shall be 8:00 am through 8:00 pm, Monday through Thursday, 8:00 am through 6:30 pm Friday, and 8:00 am through 1:00 pm Saturday (collectively, the "Operating Hours"). Tenant shall be required to have staff onsite at the Premises during all Operating Hours (including during special events). Operating Hours shall not include County holidays and may be extended for special events.

### **5.7 Quality of Service**

Tenant agrees to manage the services and facilities of the Premises in a first-class manner, comparable to other first-class operations of a similar nature providing public facilities and Tenant shall provide services of high quality, and shall maintain fair and reasonable prices (where applicable) for such services. Tenant's failure to comply with this provision, as determined by the County, shall be grounds for termination of this Agreement pursuant to Section 13.2 hereof (Default).

## **5.8 Complaints and Legal Claims**

Non-Legal Complaints: Tenant shall maintain a system of recording any user complaints that it receives that are not related to injury claims, criminal activity, or potential or actual legal claims. Tenant shall provide the County (as provided in Section 16.2) written notice by the 10<sup>th</sup> day of each month information as to all such user complaints received in the prior calendar month.

Legal Complaints: Tenant shall provide the County (as provided in Section 17) notice of any injury claims, criminal activity, potential or actual legal claims occurring on the Premises, or related to the use of the Premises, within 24 hours of Tenant's notice of such.

## **ARTICLE 6 ACCOUNTING**

### **6.1 Required Financial Reporting**

Tenant shall furnish to the County a financial report in the form attached hereto as Exhibit F and incorporated herein by this reference on a quarterly and annual basis, commencing on October 31, 2015. Quarterly reports are due by the 60<sup>th</sup> day following the end of each calendar quarter and annual reports are due by the 90<sup>th</sup> day following the end of each fiscal year. Notwithstanding the foregoing, County shall have the right, during the first year of the initial term hereof, to require monthly financial reporting pursuant to this Section 6.1.

### **6.2 Accounting**

Tenant shall be required to maintain a method of accounting and adequate set of internal controls with regard to its occupancy and operation of the Premises which is in accordance with generally accepted accounting principles. Such accounting system shall, to the satisfaction of the County's Auditor-Controller, correctly and accurately reflect: (a) all income received, including the payments from Tenant and fees from Day Use Permits and the payment of expenses, (b) the method of accounting used, including bank accounts established by the Tenant. Tenant's accounting process for the Premises shall ensure the transactions are separately recorded from Tenant's other business activities and shall include the following documents:

- a. Regular books of accounting general ledgers
- b. Journals, including any supporting and underlying documents such as vouchers, invoices, checks, tickets, bank statements etc.

- c. Any other accounting records that the County deems necessary for proper reporting of receipts and payment of expenses.

### **6.3 Inspection and Audit**

All documents, books, and accounting records shall be open for inspection by County at any reasonable time during the term of this Agreement. In addition, the County's Auditor-Controller or its designated representative may from time to time during the term hereof conduct an audit (and, if desired, re-audit) of the books and business conducted by Tenant and observe the operation of business so that the accuracy of the above records can be confirmed.

All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from public disclosure. Notwithstanding the foregoing, County shall not be liable or responsible for disclosure of any such records, including without limitation those marked trade secret, confidential or proprietary, if such disclosure is deemed to be required by law and/or court order.

All such accounting records, including but not limited to, all financial records, general ledgers, journals, vouchers, invoices, checks, State and Federal income tax returns, cash register tapes, proprietary data and information, shall be kept and maintained by Tenant and shall be made available to County during the term of this Agreement and for a period of four years thereafter unless County's written permission is given to dispose of any such material prior to such time. If such material shall be maintained by Tenant at a location outside Los Angeles County, then at County's option, Tenant shall reimburse County for travel, per diem, and other costs incurred by County to examine audit, excerpt, copy or transcribe such material at such other location.

## **ARTICLE 7 MAINTENANCE**

### **7.1 County's Responsibilities**

The County shall keep and maintain in good repair and working order and promptly make repairs and replacements to and perform maintenance upon the Building Basic Structure. "Basic Structure" is agreed to include the Building and all appurtenances thereto in their totality, including but not limited to all permanent exterior and interior walls, floors and ceilings, roof, all interior and exterior drainage systems, concealed plumbing, stairways, elevators, concealed electrical systems, and heating, ventilating and air-conditioning system and fire sprinklers, if applicable.

Notwithstanding anything to the contrary in the Agreement, during the Term of the Agreement and any extension of holdover term(s) thereof, County shall maintain the Building, Building systems, and structural elements of the Premises in compliance with all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into

effect, including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances.

All repairs and maintenance that are County's obligations hereunder, unless subject to Section 7.5 as an extraordinary expense, shall be paid from the Operating Expense Account.

## **7.2 Tenant's Responsibilities**

Tenant shall be responsible for ensuring the Premises are maintained in good repair and working order and promptly make necessary repairs and replacements and to perform maintenance upon the Premises including but not limited to lamps, tubes, exposed plumbing sewer cleaning, windows, doors, fire extinguishers, landscaping, play equipment, par course exercise area, walking path, amphitheater, civic art, driveways and parking lot (excluding resurfacing, repaving, and replacing of either), fences, signs and interior and exterior graffiti removal (to match existing finishes as closely as possible). Tenant shall also provide for trash removal from the Premises as well as quarterly servicing of the heating, ventilation, air conditioning and fire life safety systems through third party service contracts. All repairs, building service contracts and maintenance, unless subject to Section 7.5 as an extraordinary expense, shall be paid from the Operating Expense Account.

County may conduct periodic inspections to ensure that Tenant is in compliance with its maintenance responsibilities pursuant to this Agreement.

During the fourth quarter of each fiscal year of the term of this Agreement (including any extension term hereof), Tenant shall schedule an annual building inspection with the County's Internal Services Department ("ISD") to be paid for by County. Tenant shall retain and provide copies to County of all records of certifications resulting from all systems checks or tests required pursuant to this Section 7.2.

Tenant shall keep a log of all maintenance and repairs performed pursuant to this Section 7 and County shall have the right to inspect such log upon request. A list of all applicable minimum County maintenance standards of work with which Tenant must comply during the term hereof or any extension thereof is attached as Exhibit H and incorporated herein by this reference.

## **7.3 Custodial Services**

Tenant shall be responsible for maintaining the Premises in a clean, safe and sanitary condition free of uncontained trash or garbage and unnecessary obstructions of any kind and in compliance with any and all applicable present and future laws, general rules or regulations of any governmental authority having jurisdiction relating to sanitation or public health, safety or welfare, including ensuring janitorial and other housekeeping service to the Premises at least five days per week and, as needed, on weekends following

events held on the Premises. The cost of all such custodial services shall be paid from the Operating Expense Account.

#### **7.4 Failure to Make Repairs.**

In the event Tenant should fail, neglect or refuse to perform any of its repair, replacement, maintenance or other obligations within fifteen (15) days (or, in the event of an emergency, within two (2) days), such failure or refusal shall constitute a material breach of this Agreement and County may, without limiting its other remedies under this Agreement or applicable law, perform or cause to be performed said repair, replacement, maintenance or other obligation and Tenant shall reimburse County for said costs within 30 days of County's delivery of an invoice for such work. An "emergency" is defined for this section as any life threatening situation, or any event that renders the Premises unusable because of utility disruption, HVAC system failure or other reasons.

#### **7.5 Extraordinary Maintenance Account.**

County shall establish an account with ISD to pay for any extraordinary maintenance or emergency expenses that may arise during the term of this Agreement ("Extraordinary Maintenance Account"). The parties acknowledge that the Building and Premises are new construction as of the date of this Agreement, and that accordingly it is anticipated that any required extraordinary maintenance will be minimal. County will fund the Extraordinary Maintenance Account as it deems appropriate from year to year, in County's sole and absolute discretion but with no obligation to provide any specific level of funding or any funding at all.

#### **7.6 Maintenance of the Public Art**

The Premises includes the Veterans Garden (the "Artwork") which was designed by Susan Narduli (the "Artist") through the County's Civic Art Program and owned by the County.

The Tenant recognizes that the maintenance of the Artwork is essential to the integrity of the Artwork and agrees that it will take reasonable efforts to see that it is properly maintained, taking into account the written maintenance guidelines of the Artist which maintenance guidelines are attached hereto as Exhibit G and incorporated herein by this reference. The Tenant reserves the right to make minor or emergency repairs without consultation with the County and Artist provided the work is performed in accordance with recognized principles of conservation. In the event the Tenant desires to make repairs to or to restore the Artwork during the Artist's lifetime and such work does not comply with the Artist's written maintenance guidelines, the Tenant shall make a good faith effort to notify the County and the Artist in writing at least thirty (30) days in advance to request that the Artist advise the Tenant about the proposed repair or restoration, and Artist shall have a right to reasonable compensation with respect to such advice and/or services provided.

In the event the Tenant determines that the Artwork presents an imminent hazard to

the public, the Tenant may remove components the Artwork without prior consultation with the Artist. The Tenant shall make a good faith effort to notify the County and Artist within thirty (30) days of such removal to discuss the options for the final disposition, reinstallation, maintenance or deaccession of the Artwork.

The County represents and warrants to the Tenant that the Artwork will not require maintenance substantially in excess of that described in the maintenance recommendations to be provided by the Artist.

## **ARTICLE 8 UTILITIES AND SECURITY**

### **8.1 Utilities.**

Tenant shall contract for and ensure all costs associated with the effluent treatment, water, sprinkler standby charges, electricity, gas, other lighting, heating, power, and other utility rents and charges accruing in connection with operations of the Premises are paid from the Operating Expense Account. Tenant shall comply with any applicable laws, ordinances, regulations, or policies with respect to the curtailment or conservation of energy or water.

### **8.2 Telephone and Data**

County shall provide at its cost installation of all telephone and data lines (including Wi-Fi) serving the Premises. Notwithstanding the foregoing, Tenant shall pay, from the Operating Expense Account, the cost to install any additional telephone or data lines or Wi-Fi it may require beyond those in place on the Community Space as of the date hereof, and Tenant shall be responsible for payment for any such additional telephone lines or data services it may require in the Helpline Space. Such installation shall be subject to County's advance written consent. All costs related to use of any telephone and data lines or Wi-Fi serving the Premises during the term hereof (including any extension or holdover) shall be paid from the Operating Expense Account, except that any telephone or data lines or Wi-Fi serving the Helpline Space shall be separately billed and Tenant shall be solely responsible for paying for all outbound calls from telephone lines serving the Helpline Space.

In no event shall Tenant be entitled to access the Main Communications Room ("MCR") without County's prior written consent.

### **8.3 Security**

County shall provide for and pay for the cost of security, which shall consist only of the monitoring of security cameras installed at the Premises. Tenant shall maintain all security camera footage from the cameras installed at the Premises for a period of at least 120 days. Tenant shall promptly report to County any vandalism or extraordinary damage occurring at the Premises within a minimum of two business days of its occurrence. All alarms serving the Premises are County-owned and may not be tampered with nor

removed by Tenant or any other user or occupant of the Premises. County's Internal Services Department ("ISD") shall be the only entity authorized to program and service such alarms.

## **ARTICLE 9 DAMAGE OR DESTRUCTION**

### **9.1 Termination of Agreement.**

Either party shall have the right to terminate this Agreement in the event of one of the following: (a) the Premises is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements and County in its sole discretion elects not to repair such damage, or (b) the Premises is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements and such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than 90 days. Written notice of termination pursuant to this Section 9.1 shall be effective upon its delivery as prescribed in Article 16 (Notices), whereupon Tenant shall surrender the Premises and shall not be obligated for any further consideration to the County.

### **9.2 Restoration by County**

In the event of any of the damage described in this Article 9, should County undertake restoration of the Premises and should Tenant desire to remain in the space, County may, in its sole discretion, allow Tenant to do so, in which case commencement of the restoration shall require: (1) securing the Premises by the County to prevent injury to persons and/or vandalism to the improvements thereon, and (2) the placement of a work order or contract by the County for obtaining the labor and materials to accomplish the repair and restoration. Notwithstanding the foregoing, if the County undertakes restoration or demolition of the Premises, and County does not wish Tenant to remain in the Premises during such renovation, or Tenant is unable to remain in the Premises because of the demolition, the parties shall cooperate in good faith to mutually identify space substantially similar to the Premises to which Tenant (as to its operations in the Helpline Space only) may be temporarily or permanently re-located, as the parties may reasonably decide. Nothing in this Article 9 shall be interpreted to require County to undertake the restoration of the Premises or pay for the relocation or rental space for the Tenant. Any decision to restore or demolish the Premises shall be made by the County in its sole discretion.

## **ARTICLE 10 TENANT'S FURNITURE, FIXTURES & EQUIPMENT**

### **10.1 Tenant's Fixtures.**

Tenant may remove, at its own expense, during or at the expiration of the Term or other termination of this Agreement, all furniture, fixtures, equipment, and all other personal property (hereinafter collectively, the "Tenant Equipment") placed or installed in or upon the

Premises by Tenant at Tenant's sole cost. A list of all Equipment is attached hereto as Exhibit I and incorporated herein by this reference. All of the Tenant Equipment shall remain the property of Tenant during the term hereof and at expiration of this Agreement. Tenant agrees that if so instructed by County, Tenant shall remove the Tenant Equipment, at its own expense, at the expiration or earlier termination of the term of this Agreement, or any extension or holdover period thereof. In the event Tenant removes any or all of the Tenant Equipment pursuant to this Section, Tenant shall restore the Premises to the original condition which existed upon the Commencement Date, ordinary wear and tear excepted, unless restoration would be manifestly unreasonable in light of improvements made to the Basic Structure of the Premises or Building, as defined in Article 8, during the term of the Agreement.

All Equipment which was not placed or installed in or upon the Premises by the Tenant at its sole cost, or replacements of Equipment placed, installed, or paid for by the County prior to the execution of this Agreement (collectively, "County Equipment") shall remain the property of the County throughout the term hereof. Tenant shall conduct an annual inventory and shall submit to County, on an annual basis, an inventory list of all County-owned property on the Premises. Such inventory list as of the date of this Agreement is attached as Exhibit J hereto and incorporated herein by this reference. Tenant shall not remove any County Equipment from the Premises, except at its own expense and with the prior written consent of the Chief Executive Office of County. Any furniture, fixtures, equipment, or other personal property located on the Premises and not listed on Exhibit I shall be conclusively presumed to be the property of the County.

Any Equipment provided by the County in the Helpline Space, that is damaged during the term hereof (including any option or holdover term), normal wear and tear excepted, shall be repaired or replaced with equipment of a substantially similar standard and quality, if necessary, at Tenant's sole expense (and such obligation shall not be paid out of the Operating Expense Budget). Any County Equipment and equipment in the Community Space that is damaged during the term hereof including any option or holdover term shall be repaired or replaced, if necessary, at County's sole expense.

## **ARTICLE 11 SURRENDER OF PREMISES**

### **11.1 Condition of Premises Upon Termination.**

Tenant shall return Premises to County in the same condition that existed on the date of this Agreement, ordinary wear and tear excepted, unless restoration would be manifestly unreasonable in light of improvements made to the Basic Structure of the Premises, as defined in Article 12, during the term of the Agreement.

## **ARTICLE 12 ACCESS BY COUNTY**

### **12.1 Access by County.**

Tenant agrees to permit the County or its authorized agents free access to any part of the Premise upon advance written, telephonic, or facsimile notice of one (1) business day, or sooner if Tenant agrees, for the purpose of inspection or performance of any County obligation hereunder. In the event of an emergency, including for any emergency repairs that are the responsibility of the County hereunder, no advance notice shall be required; provided, however, that the County will use its best efforts to notify Tenant as soon as possible of its intent to access the Premises.

## **ARTICLE 13 DEFAULT**

### **13.1 Default by County.**

County's failure to perform any of its obligations under this Agreement, after the expiration of any notice and cure period set forth herein, shall constitute a default under this Agreement ("County Default"). In the event of any County Default, Tenant may, at its sole discretion, terminate this Agreement upon the giving of thirty (30) days written notice. In addition thereto, Tenant shall have such other rights or remedies as may be provided by law. Notwithstanding anything to the contrary contained in this Agreement, County shall not be in default under this Agreement and Tenant may not terminate the Agreement if (1) County cures the default within thirty (30) days after notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but County reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to pursue such cure to completion.

### **13.2 Default by Tenant.**

Tenant's failure to perform any of its obligations under this Agreement, including without limitation failure to provide the Services pursuant to Article 5 hereof, shall constitute a default under this Agreement ("Tenant Default"). In the event of any Tenant Default, County may, at its sole discretion, terminate this Agreement by giving Tenant thirty (30) days written notice of termination. In addition thereto, County shall have such other right or remedies as may be provided by law. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall not be in default under this Agreement and County may not terminate the Agreement if: (1) Tenant cures the Tenant Default within the thirty (30) days after notice is given, or (2) the Tenant Default cannot reasonably be cured within the thirty (30) days after notice is given, but Tenant reasonably commences to cure the Tenant Default within the thirty (30) day period and diligently and in good faith continues to pursue such cure to completion.

## **ARTICLE 14 ASSIGNMENT AND SUBLETTING**

The use of the Premises is restricted as provided for in Article 5 hereof. Accordingly, Tenant shall not assign, sublease, or otherwise transfer its interest in this Agreement without the prior written approval of the County's Chief Executive Officer, which shall not be

unreasonably withheld. Any assignment, sublease, or other transfer of any interest in this Agreement without the County's written consent shall be void and shall constitute a material breach, for which County may terminate this Agreement.

Notwithstanding the foregoing, Tenant may issue Day Use Permits for temporary short-term and recurring uses of the Scheduled Areas in accordance with Article 5 of this Agreement.

## **ARTICLE 15 ALTERATIONS**

The parties hereto acknowledge and agree that the Premises and the Building represent new construction as of the date of this Agreement and therefore alterations or renovations to the Premises should not be required during the term of this Agreement. Notwithstanding the foregoing, Tenant may request County's consent to make alterations to any part of the Premises, which consent may be withheld in County's sole and absolute discretion. Consent shall be given or denied by County (CEO Real Estate Division) within thirty (30) days of receipt of any written request by Tenant, which shall include a complete set of plans, where applicable, for such alterations. Failure by County to provide written approval or disapproval within thirty (30) days shall be deemed disapproval. County may impose any conditions on its consent to any and all alterations. Tenant agrees to cooperate fully in the County's posting of notices of non-responsibility prior to the commencement of work on any alterations. Any alterations installed by Tenant which are "trade fixtures" as such are defined by the law of eminent domain shall be treated as Tenant's fixtures in accordance with the provisions of this Agreement.

## **ARTICLE 16 NOTICES**

### **16.1 Notices**

All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States registered or certified mail, postage prepaid, return receipt requested, or transmitted by facsimile transmission, in which case the receiving party shall immediately confirm receipt of such notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 16.2, below. Either party may from time to time designate another person or place for receipt of notice by writing to the other party delivered in conformity with this Article 16.

### **16.2 Notices-Where to Send**

All notices given under this Agreement shall be addressed and/or delivered to the respective parties as follows:

**County:**

**Tenant:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012  
Attn: Christopher Montana  
Manager, Property Management

Jeff Farber  
Executive Director  
Helpline Youth Counseling, Inc.  
14181 Telegraph Road  
Whittier, CA 90604

COPY TO:  
County Counsel  
500 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Attn: Amy M. Caves

## **ARTICLE 17 INSURANCE AND INDEMNIFICATION**

During the term of this Agreement, the following indemnification and insurance requirements shall be in effect.

### **17.1 INDEMNIFICATION**

The Tenant shall indemnify, defend and hold harmless the County, and its Special Districts, elected and appointed officers, agents, and employees, from and against any and all liability, loss, injury or damage including without limitation demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees), arising from or connected with the Tenant's use, management, and/or occupancy of the Premises including without limitation repair, maintenance and any other acts and omissions arising from and/or relating to the Tenant's rights or obligations hereunder.

The County shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including without limitation demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees), arising from or connected with the County's repair, maintenance and other acts and omissions arising from and/or relating to the County's ownership of the Premises or its obligations hereunder.

### **17.2 GENERAL INSURANCE PROVISIONS - TENANT REQUIREMENTS**

*Without limiting the Tenant's indemnification of County and during the term of this Agreement, and until all of its obligations pursuant to this Agreement have been met, Tenant shall provide and maintain at its own expense, (except as provided for as an Operating Expense and is to be paid from the Operating Expense Account), insurance coverage satisfying the requirements specified in this Agreement. These minimum*

insurance coverage terms, types and limits (collectively, the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Tenant pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Tenant for liabilities which may arise from or relate to this Agreement.

**A. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Tenant's General Liability policy, shall be delivered to County at the address shown below and provided prior to the start day of this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Tenant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Tenant insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Tenant identified in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand (\$25,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Tenant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, California 90012

Attention: Manager, Property Management Section

Tenant also shall promptly notify County of any third party claim or suit filed against Tenant which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Tenant and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Tenant's General Liability policy with respect to liability arising from or connected with the Tenant's acts, errors, and omissions arising from and/or relating to the Tenant's operations on and/or its use of the premises. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Tenant's acts or omissions, whether such liability is attributable to the Tenant or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**C. Cancellation of or Changes in Insurance**

Tenant shall provide County with, or Tenant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. Tenant shall provide at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

**D. Failure to Maintain Insurance**

Tenant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement.

**E. Insurer Financial Ratings.**

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

**F. Tenant's Insurance Shall Be Primary**

Tenant's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to County. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

**G. Waiver of Subrogation**

To the fullest extent permitted by law, the Tenant hereby waives its and its insurer(s) rights of recovery against County under all required insurance policies for any loss arising from or related to this Agreement. The Tenant shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

**H. Deductibles and Self-Insured Retentions (SIRs)**

Tenant's policies shall not obligate the County to pay any portion of any Tenant deductible or SIR. The County retains the right to require Tenant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Tenant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**I. Claims Made Coverage**

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Agreement. Tenant understands and agrees it shall maintain such coverage for a period of not less than 90 days following term of coverage expiration, termination or cancellation.

**J. Application of Excess Liability Coverage**

Tenant may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**K. Separation of Insured**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured provision with no insured versus insured exclusions or limitations.

**L. County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**17.3 INSURANCE COVERAGE TYPES AND LIMITS**

**A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million
Fire Legal Liability	\$500,000

Policy cannot contain exclusion for athletic activities or events.

**B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Tenant's use or their contractor's or subcontractors of autos pursuant to this Agreement, including owned, leases, hired, and/or non-owned autos, as each may be applicable.

**C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide licensed employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**D. Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**E. Commercial Property Insurance.** Such insurance shall:

- The County will self-insure the Building. The Tenant shall insure its own personal property and equipment within the Building.

**F. Professional Liability/Errors and Omissions:** Insurance covering liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Tenant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation

## **ARTICLE 18 TAXES**

### **18.1 Real Property Taxes.**

County, as owner, shall be responsible, when appropriate, for applying for exemptions and waivers concerning taxation of the real property of the Building and the Premises. Tenant shall use its best efforts to assist County, as required, in any such application for exemption or waiver. In any event, County shall pay promptly all applicable real property taxes, assessments and special assessments which may be levied or assessed against the Premises during the term of this Agreement or any extension or holdover period thereof.

### **18.2 Personal Property Taxes, Possessory Interest Taxes, Assessments, and License Fees.**

Tenant shall be responsible, where applicable, for ensuring the timely payment of, or applying for any exemptions and waivers concerning taxation of personal property, possessory interests, parking assessments, fees, and license fees related to the Tenant's use and utilization within the Premises pursuant to this Agreement. County shall use its best efforts to assist Tenant, as required and when appropriate, in any such application for exemption or waiver. In any event, Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Premises, that become payable during the Term. Tenant hereby acknowledges that its occupancy and use of the Premises may result in a possessory interest subject to taxation. All possessory interest taxes levied and billed shall be the sole responsibility of the Tenant and shall be paid when due by Tenant. In the event Tenant fails to pay any such tax, assessment, fees, or charges when due, County reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by County shall be repaid by Tenant to County upon demand. In addition

to the foregoing, and subject to Article 13 hereof (Default), County may terminate this Agreement upon Tenant's nonpayment of such taxes, assessments, and/or license fees. To the extent that any taxes, assessments, fees and/or licenses are attributable, in whole or part, to the Community Space, the payment shall be made by the Tenant from the Operating Expense Account.

**ARTICLE 19  
BINDING ON SUCCESSORS**

Each and all of the conditions and agreements herein contained shall be binding upon and shall inure to the benefit of the successors-in-interest of the County, and wherever the context permits or requires the successors-in-interest to the Tenant.

**ARTICLE 20  
PARKING SPACES**

**20.1 Parking Spaces.**

Subject to parking facility rules and regulations as may be established or amended by County from time to time, Tenant, its employees and visitors shall be entitled to use the parking lot located on the Premises for ordinary business purposes. Tenant's employees shall utilize the employee parking area as depicted on Exhibit K attached hereto and incorporated herein by this reference. The remaining parking spaces shall be generally available to the public on a first come, first serve basis. All parking spaces shall allow the drivers of the automobiles validly parked in such spaces to have in-and-out access to such spaces and to lock their respective vehicles.

County reserves the right to lease, license, or otherwise charge for parking in the on-site parking area after hours and on weekends; provided, however, that no such lease or license shall reduce the space available to Tenant during the Operating Hours. Any revenue for such activity shall be credited to and deposited into the Operating Expense Account to be credited against the County's Operating Expense obligations.

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**ARTICLE 21  
HAZARDOUS MATERIALS**

**21.1 Definition.**

For purposes of the Agreement, the phrase "Hazardous Substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or related defined phrase in any successor or companion statutes, and crude oil or byproducts of crude oil, other than crude oil which exists on the Premises as a natural formation, and

those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

**21.2 County's Warranties and Representations.**

County hereby warrants and represents, based upon appropriate and reasonable inspection of the Premises, that it has no actual knowledge of any release of Hazardous Substances on the Premises or in the Building during its ownership of the Premises; that County shall comply with all Federal, State and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances; and that County shall require any other tenants and occupants of the Building to comply with the aforementioned rules and regulations.

**21.3 Tenant's Warranties and Representations.**

Tenant hereby covenants that it shall comply with all Federal, State and local laws and regulations concerning Tenant's use, release, storage and disposal of Hazardous Substances on the Premises.

**21.4 Notification.**

County and Tenant agree to immediately notify each other when either party learns that Hazardous Substances have been released on the Premises.

**21.5 Indemnification.**

County agrees to indemnify, defend and hold harmless Tenant, its agents, officers and employees from and against all liability, expenses (including without limitation defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Substances on the Premises or in the Building and have not been caused by Tenant, or Tenant's officers, employees, agents, licensees or contractors.

Tenant agrees to indemnify, defend and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against all liability, expenses (including without limitation defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Substances on the Premises or in the Building caused by Tenant, or Tenant's officers, employees, agents, licensees, contractors, or invitees.

The indemnity provided each party by this Section shall survive the termination of this Agreement.

**ARTICLE 22  
WARRANTY OF AUTHORITY**

Each of the parties hereto covenants, warrants and guarantees that the individuals executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to execute this Agreement upon the provisions and conditions stated herein and each agrees to indemnify and hold harmless the other from all damages, costs, and expenses which result from a breach of this material representation.

**ARTICLE 23**  
**ESTOPPEL CERTIFICATE/NON-DISTURBANCE**

**23.1 Estoppel Certificate.**

Either party shall at any time upon not less than twenty (20) days' prior written notice from the other party execute, acknowledge and deliver to the requesting party a statement in writing in the form attached hereto as Exhibit L and incorporated herein by this reference.

**23.2 Non-Disturbance.**

County represents and warrants to Tenant that the Building is not currently encumbered by any mortgage or deed of trust and is owned in fee by County. As a condition precedent to Tenant being required to subordinate its interest in this Agreement to any future mortgage covering the Building, County shall obtain for Tenant's benefit a Non-Disturbance Agreement. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall not be obligated to subordinate its interest in this Agreement without recognition of its rights as tenant by any third party requiring such subordination.

**ARTICLE 24**  
**SIGNAGE**

Tenant accepts the signage currently existing at the Premises and/or as agreed to by the parties as set forth in the architectural plans, as of the date of this Agreement and agrees that any request for additional signage shall be subject to approval by the County. Concurrently with any such request for additional signage, Tenant shall provide written notification to the County concerning the size, design, precise location, and means of attachment of any requested new signs. County shall provide its written approval or disapproval of any proposed additional signage within thirty (30) days of the receipt of a written request from Tenant. Failure to provide written approval or disapproval by the County will be deemed disapproval.

**ARTICLE 25**  
**GENERAL PROVISIONS**

**25.1 Arbitration**

In the event of any dispute regarding the provisions or conditions hereof, or the rights or obligations of the parties hereto, such dispute shall be submitted to arbitration in accordance with the provisions of California Code of Civil Procedure Section 1280 et seq.,

as they now exist or may later be amended. The Chief Executive Office, or its designee, shall act on behalf of the County in arbitration, with the assistance of County Counsel.

### **25.2 Captions and Titles**

The captions and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

### **25.3 Choice of Law**

This Agreement is made and entered into, and shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

### **25.4 Cumulative Remedies.**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

### **25.5 Force Majeure.**

In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period for the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

### **25.6 Impairment of Title.**

County shall notify Tenant in writing within thirty (30) days of each and every occurrence which may impair County's title to the Premises. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, notification of any foreclosure, and notification of default should a master Agreement exist.

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### **25.7 Interpretation.**

The language of this Agreement shall be construed according to its fair meaning and not strictly for or against County or Tenant. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

**25.8 Quiet Possession.**

As long as Tenant is in compliance with the terms and conditions of this Agreement, Tenant shall have and enjoy quiet possession of the Premises during the term hereof.

**25.9 Recordation.**

Either party may record this Agreement at any time without the prior written consent of the other party.

**25.10 Severability.**

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

**25.11 Waiver.**

Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping either party from enforcing the full provisions hereof. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Agreement shall be cumulative.

**25.12 Licenses and Compliance With Applicable Law.**

Tenant shall at all times faithfully obey and comply with all applicable laws, ordinances, rules and regulations, adopted by federal, state or other governmental bodies or departments or officers thereof, as they exist as of the date hereof or may be amended thereafter. This Agreement is expressly subject to regulations and policies of County's Board of Supervisors, including without limitation all anti-discrimination policies.

Tenant shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the operation of a private health care center or any of the Services to be provided hereunder, and Tenant shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the Term of this Agreement and any option or holdover period, all licenses, permits, and certificates required by law which are applicable to its performance hereunder.

**25.13 Endorsement**

Tenant shall not, in any manner, advertise, publish or represent that County endorses the services herein mentioned without the prior written consent of County.

**25.14 County Lobbyists.**

Tenant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Tenant, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160 to the extent applicable. Failure on the part of Tenant or any County lobbyist or a county lobbying firm retained by Tenant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**25.15 Title.**

Tenant hereby acknowledges the title of County in and to the Premises, and covenants and agrees never to assail, contest, or resist said title. County represents and warrants that it is the fee simple owner of said Premises, and that it has full right, power and authority to make, execute and deliver this Agreement.

**25.16 Acknowledgment of Ineligibility for Relocation Assistance.**

Tenant expressly acknowledges that Tenant will be in possession of the Premises as a result of County's previously acquired property interest. In recognition of such fact, Tenant hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

**25.17 Delegation of Authority.**

Unless otherwise expressly set forth herein, County hereby delegates to its Chief Executive Officer or his designee, the authority to make any and all determinations required herein and to execute any and all instruments necessary to effectuate this Agreement.

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**25.18 Solicitation of Consideration.**

It is improper for any County Officer, employee or agent to solicit consideration, in any form, from a lessee with the implication, suggestion or statement that the lessee's provision of consideration may secure more favorable treatment for the lessee in the award of the lease or that the lessee's failure to provide such consideration may negatively affect the County's consideration of the lessee's submission. A lessee shall not offer to or give,

either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to award of a lease.

Tenant shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in termination of this Agreement.

**25.19 Conflict of Interest.**

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Tenant herein, or have any other direct or indirect financial interest resulting from this Agreement.

**25.20 Non-discrimination:**

Tenant certifies and agrees that all persons invited on the Premises by Tenant are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Acts; the Cartwright Act; and the State Fair Employment and Housing Act.

**25.21 Non-availability of Funding.**

The parties acknowledge and agree that the County's performance of its obligations under this Agreement following the initial five-year term hereof is subject to the continuing availability of funds for the County's performance of its obligations during the term hereof. This Agreement may be terminated by County upon a loss or reduction of applicable funding sources.

**25.22 Entire Agreement.**

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Tenant.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

**IN WITNESS WHEREOF**, Tenant has executed this Agreement or caused it to be duly executed, and County of Los Angeles, pursuant to the order of the Los Angeles County Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board on the day, month and year first written above.

**TENANT:**  
Helpline Youth Counseling  
A California Nonprofit Corporation

**COUNTY OF LOS ANGELES**  
A Body Corporate and Politic

By [Signature]

By Mike Antonovich

Mayor



**ATTEST:**

Patrick Ogawa  
Acting Executive Officer-Clerk  
of the Board of Supervisors

By: [Signature]  
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
Interim County Counsel

By: [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

10 JUN 23 2015

[Signature]  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

78387

## SCHEDULE OF EXHIBITS

Exhibit A	Floor Plan
Exhibit B	2015/2016 Liberty Plaza Operating Budget
Exhibit C	Scheduled Areas
Exhibit D	Day Use Permit
Exhibit E	Teen Center Forms
Exhibit F	Financial Report Form
Exhibit G	Art Maintenance Guidelines
Exhibit H	General Maintenance Guidelines
Exhibit I	Tenant's Equipment
Exhibit J	County's Equipment
Exhibit K	Plot Plan / Employee Parking
Exhibit L	Estoppel Certificate



**EXHIBIT B**  
**Liberty Community Plaza - HYC - Budget - A (Min) Revised - Draft 10**

Category	Description	Liberty Plaza	HYC COST	HYC In-Kind	COUNTY COST	County %
<b>ON-GOING COSTS</b>						
<b>Salaries &amp; Benefits</b>						
Executive Director (HYC)	Shared Cost; 10% time	1,067	448		619	58%
Director of Administration (HYC)	Shared cost. 10% time to supervise reception and volunteers	400	168		232	58%
Director of Finance & operations (HYC)	Shared cost. 10% time to track & ensure fiscal viability of project	768	323		446	58%
Accounting & HR (HYC)	Shared Costs. 10% time for 2 staff accountants to pay expenses, process payroll and track rental fees. 10% Controller to prepare appropriate reports and track relevant information	1,371	576		795	58%
Building Manager	Responsible for facilities physical condition. Coordinates and supervises all building contractors (repairs, maintenance, landscape)	3,333	1,400		1,933	58%
Programs/Events Coordinator	Publicizes the Community Center, coordinates events, communicates with community, schedules room rentals. 28 hours per week	1,750	-		1,750	100%
Reception	For Community Center reception only. Includes 1.5 FTE and one volunteer to cover hours of operation (M-F 8 to 8 & Sat 9-2)	2,860	1,201		1,659	58%
	<i>Payroll Taxes &amp; EE Benefits</i>	2,079	741		1,338	
<b>Total S&amp;EB</b>		<b>13,628</b>	<b>4,856</b>	<b>-</b>	<b>8,772</b>	<b>64%</b>
<b>S &amp; S On-Going</b>						
	<b>Contracts</b>					
Audit	Monthly contribution toward annual independent audit	500	210		290	58%
Consultant - IT	Maintains data network; shared cost; 10%	700	294		406	58%
Insurance	Based on Hoffman insurance estimate	2,500	375		2,125	85%
Janitorial Services	Average of 3 bids	3,500	1,470		2,030	58%
Landscape maintenance contract	Calif Arborist Complete Tree Care Inc	3,500	525		2,975	85%
Artworks Maintenance - Labor	Quote based on ISD annual quote of \$5,000	417	175		242	58%
Artworks Maintenance - Supplies	Quote per LAC Arts Commission (Keim Reversible Graffiti Protection) - full coating=\$2,175 + 1 container for annual touch up @ \$575	229	96		133	58%
HVAC Maintenance	Westland - quarterly service @ \$1,500	500	210		290	58%
Fire/Life Safety - Sprinkler Maintenance	Per AMCO, no service necessary for 5 years	-	-		-	
Network/System		100	42		58	58%
Telephone	Per Justin's Time Warner quote	1,250	525		725	58%
	<b>Utilities</b>					
Electricity	Based on Edison	3,800	1,596		2,204	58%
Gas	Current estimate pending more information	1,000	420		580	58%
Pest control service	Estimate by ABBA Termite & Pest Control	250	105		145	58%
Trash Service	Based on Burrtec	400	168		232	58%
Water - Building	Estimate based on Orchard Dale Water District	300	126		174	58%
Water - Fire Protection	Estimate based on Orchard Dale Water District	135	57		78	58%
Water - Landscape	Estimate based on Orchard Dale Water District	1,667	250		1,417	85%
	<b>Supplies</b>					
Maintenance supplies	Supplies for small repairs & needed maintenance products	250	105		145	58%
Office supplies	Minor supplies for clients & reception	250	105		145	58%
Publicity & brochures & flyers for County & cc	Mainly paper	200	30		170	85%
	<b>Reserve for extraordinary maintenance</b>					
	Major facility repairs (infrastructure) such as HVAC, plumbing, roofing...	500	-		500	100%
Expense Adjustment			1,700		(1,700)	
<b>Total S&amp;S</b>		<b>21,948</b>	<b>8,584</b>	<b>-</b>	<b>13,364</b>	<b>61%</b>
<b>TOTAL ON-GOING COSTS</b>		<b>35,576</b>	<b>13,440</b>	<b>-</b>	<b>22,135</b>	<b>62%</b>

<b>County Cost</b>	<b>Costs for County Part of the Community Center. Method to cover said costs need to be determined and finalized as soon as possible.</b>				<b>22,135</b>	
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**EXHIBIT C - SCHEDULED AREAS**  
**Liberty Community Plaza Rentable Spaces**

	Location/Room	Floor Plan Number	Seating	Occupancy	Size (sq. ft.)	Rental Rate
A	Multi-Purpose Rm A	117A	64	197	1,380	
B	Multi-Purpose Rm B	117B	64	181	1,269	
C	Multi-Purpose Rm C	117C	64	204	1,427	
D	Multi-Purpose Rm ABC	117A, 117B, 117C	192	582	4,076	
E	Amphitheatre		Approximately 100	Additional seating on grassy area	2,850	
F	Outdoor Patio Area					
L	Café/Lobby	102/103				
M	Kitchen/Café/ Lobby	102/103/106				
O	Health & Wellness Room	129	Unknown (no furniture)	43	632	
P	Arts and Crafts Room	128	12	22	329	
Q	*Community Room B2	130	10	42	293	
R	*Community Room B1	131	10	42	290	
S	*Community Room A2	132	10	42	290	
T	*Community Room A1	133	10	42	289	
U	*Community Rooms A1 /A2 /B1/ B2	130/131/132/133	40	168	1162	
<p><i>* Seating count is based on classroom style layout and furniture plan. Occupancy load is comparatively higher than seating capacity provided there is no furniture in the room (i.e., hosting a reception).</i></p>						

EXHIBIT D

FACILITY USE APPLICATION AND PERMIT



**LIBERTY COMMUNITY PLAZA**  
 Operated by Helpline Youth Counseling, Inc. (HYC)  
 14181 Telegraph Road, Whittier 90604 (562) 273-0700

Name of Group/Applicant:		Room(s)/Location	Date(s)	Time From: To:
Address:		Event/Type of Activity/Program/Event:		
Contact Person/Phone Number		Email Address:		
In case of refund, make check payable to:		1. What activities will the group be conducting at the facility? (Only listed activities will be considered as approved.)		
2. List any equipment that will be brought into the facility:		4. How will participants of this activity be notified? (invitations, newspaper, notice, posters, etc.)		
3. Please indicate if you will use amplified sound and the type of equipment: (If the sounds system disturbs other patrons, staff may require that it be turned down or off).		5. Is the general public invited to this activity?		Admission price: (if applicable)
6. How many people are expected to attend?	7. Will minors be in attendance? (under 18 yrs. of age)	8. If security is required, please list the name of the company that will be contracted for services and the number of security guards:		

9. Please list the names of two (2) adults who will attend the event and who agree to be responsible for the activities/conduct of all persons in attendance:

Name Of Primary Contact:	Work Phone:	Name Of Second Contact:	Work Phone:
Address:		Address:	
City/Zip:	Home Phone:	City/Zip:	Home Phone:
<b>FOR OFFICE USE ONLY</b> INSURANCE REQUIREMENTS (elect one of the following): A. Insurance waived/exempt B. Co-sponsored Event		<b>APPLICANT</b> C. I understand I will have to provide proof of general liability insurance of the required amount and endorsement naming the County of Los Angeles and HYS as additional insureds prior to the event. Initial: _____ D. I will provide insurance through the County Special Event Liability Program Initial: _____	

**FEES, CHARGES, AND DEPOSITS:**  
 (For office use: Indicate if use is exempted)

Location/Room	Amount	Date Due	Date Paid	Receipt Number
(A) Multi-Purpose Rm. A				
(B) Multi-Purpose Rm. B				
(C) Multi-Purpose Rm C				
(D) Multi-Purpose Rooms (A) (B) & (C)				
(E) Amphitheatre				
(F) Outdoor Patio Area				
(O) Health & Wellness Room				
(P) Arts and Crafts Room				
(T) Community Room A1				
(S) Community Room A2				
(R) Community Room B1				
(Q) Community Room B2				
(U) Community Rooms A1/A2/B1/B2				
Other (indicate area)				
*Security/Clean-up Deposit for (A-F), (P), (U) Daily rate only				
Daily rate is a 4 hour block in addition to 1 hour set-up and 1 hour clean-up for a total of 6 hours. Any additional time will be charged at the hourly rate.				
<b>TOTAL</b>				

I have read the terms and conditions above and on the reverse side and agree to the conditions:

Signature of Permittee/Representative \_\_\_\_\_

Approved or Denied (Circle One)  By: _____ Date: _____	Reservation taken by: _____ Date: _____ Prepare in triplicate. Copies to: HYS Accounting HYS Files Permittee
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THIS IS NOT A RECEIPT - PLEASE OBTAIN A COPY FOR ALL PAYMENTS MADE

## TERMS AND CONDITIONS

**SMOKING ORDINANCE:** County Code 2.126.040 provides that smoking shall be prohibited at all County owned facilities. 1. Smoking may be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by HYC, in consultation with the applicable Fire Official. California Government Code Sections 7596-7598 prohibits smoking in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building.

**RESERVATIONS:** A security/clean-up deposit fee is required in order for an event to be scheduled and for an area to be reserved. Full payment of all fees, charges and deposits must be received no later than 15 days prior to the date of the event. Payments must be made in cash, by cashier's check or by money order. No personal checks will be accepted.

**CANCELLATION AND REFUNDS:** In the event of cancellations, the permittee may reschedule for another available date. If a satisfactory date cannot be arranged and the event: 1) is cancelled more than 15 days prior to the scheduled date, the permittee shall obtain a refund of the security/clean up deposit; 2) is cancelled between three (3) and 15 days prior to the scheduled date, the permittee shall forfeit 50 percent of the fees paid, or; 3) is cancelled within three (3) days of the scheduled date, the permittee shall forfeit 100 percent of fees paid. HYC reserves the right to cancel your event, if necessary. Failure to pay all fees, charges and deposits, and/or to provide proof of insurance, if required, by the dates indicated shall be considered cause for cancellation.

**SET UP AND TAKE DOWN TIME:** Permittee must reserve facility to include all time necessary for set up prior to the event and for clean up afterwards. The permittee is expected to leave the facility in good condition. Permittee will be charged for any clean up or unusual repairs required as a result of the event.

**INDEMNIFICATION:** Permittee agrees to indemnify, defend and hold harmless HYC, the County of Los Angeles, and their Special Districts, agents, elected and appointed officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to HYC property, or County property, arising from or connected with Permittee's acts, omissions, operations, or services hereunder, including without limitation any Workers' Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of Permittee by any person pursuant to this Permit.

**ACKNOWLEDGEMENT:** The Permittee has read and acknowledges the foregoing INDEMNIFICATION provision.  
Initial of Permittee \_\_\_\_\_

**INSURANCE:** Special events insurance is available through 2Sparta.com or by calling (800) 420-0555. The Permittee shall supply HYC with an insurance endorsement from their insurance carrier naming HYC and the County as an additional insured. The name of the additional insured is the County of Los Angeles, its Special Districts, elected and appointed officers, employees, agents and volunteers. Without limiting Permittee's indemnification of the County, Permittee shall provide and maintain, except where deleted and initialed, at its own expense during the term of this permit the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County Risk Manager and evidence of such programs satisfactory to the County on or before the date of the event. Such evidence shall specifically identify this Permit and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any provision of insurance:

**GENERAL LIABILITY:** A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an Additional Insured, and shall include, but not be limited to:

COMPREHENSIVE GENERAL LIABILITY insurance endorsed for Premises-Operations, products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.

**LIQUOR LIABILITY:** If Permittee wishes to serve or sell alcohol, the Permittee will notify and request the consent of HYC, and provide Liquor Liability coverage. Requirements include without limitation general liability insurance, a pre-approved security plan and adherence to State ABC (Alcohol Beverage Control) regulations.

Alcoholic beverages are prohibited in County-owned buildings. However, permittee may apply to HYC for a permit to allow the consumption/sale of alcoholic beverages during special events. The consumption/sale of alcoholic beverages must be closely controlled in accordance with established rules and procedures. Consumption, possession or storage of alcoholic beverages by anyone under the age of 21 is prohibited. Kegs and other bulk containers are not permitted. The misuse of alcohol or inappropriate or illegal behavior will result in immediate cancellation of the use permit. Only the host agency is allowed to supply and serve alcohol. If alcohol is to be sold, the applicant/organization agrees to obtain the appropriate license from the California Alcoholic Beverage Control Board (ABC) and comply with all operating requirements, and any applicable federal, state and local laws. One or more persons approved by HYC, or other persons approved by HYC, may be assigned to the special event as required for monitoring purposes, and the applicant/user may be required to make appropriate reimbursement for the cost of the assigned staff.

**SECURITY:** Contracting of a security guard must be done by the party hosting the event. The host must provide HYC Center Director, or his/her designee, proof 30 days prior to the event in the form of a contract or receipt that security services have been procured. When alcohol is consumed or sold, one security guard may be required for up to 50 people attending an event; two security guards may be required if over 50 people are anticipated at an event.

THE PERMITTEE may be required to provide adequate security personnel when deemed necessary by HYC.

**FIRE LEGAL LIABILITY:** A program in a amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

COMPREHENSIVE AUTO LIABILITY endorsed for all owned, non-owned and hired vehicles with a combined single limit of at least \$1,000,000 per occurrence.

**WORKERS' COMPENSATION:** A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of Permittee and all risks to such persons under this Permit.

**FAILURE TO PROCURE INSURANCE:** Failure on the part of Permittee to procure or maintain required program(s) of insurance shall constitute a material breach of contract upon which County may immediately terminate this Permit.

**ACTIVITIES FOR MINORS** shall be supervised by responsible adults in the ratio of one (1) adult to every twenty-five (25) minors. Except as may be provided herein, no intoxicating beverages are permitted on the facility. No advertisements, circulation of petitions, solicitations or charges will be allowed without prior written approval from HYC.

**FEES AND CHARGES** are subject to change without notice. Fees will be based on rates in effect on the date of the event. Rates listed in the commercial events section will be assessed, where applicable, for exclusive use.

**ADDITIONAL CHARGES:** Permittee agrees to pay any additional charges for utilities, security services, communication services, custodial services and parking services as provided.

**COMMERCIAL EVENTS:** Commercial and promotional activities may be authorized only if they provide a positive public service, meet a legitimate public need and are consistent with public purposes. Such activities will not be permitted when they are clearly in conflict with HYC and any County-sponsored programs or if the program cannot be conducted without restricting public usage for an unreasonable period of time. Use of facilities including use of the names of County structures, will not be authorized if such use constitutes an expressed or implied endorsement of commercial products, services or activities. **Ninety days prior to event:** Request to conduct commercial or promotional activities must be directed to HYC at least ninety (90) days prior to the event. **Thirty days prior to event:** Fees must be submitted to HYC (30) days prior to the event.

THE PERMITTEE AGREES that during the use of County facilities, permittee will not exclude any qualified person from participation in, nor deny anyone the benefits of, the event or otherwise subject anyone to discrimination on the basis of the person's race, color, national origin, creed, political affiliation, age, sex, marital status, disability or medical condition.

**TITLES VI & VII COMPLIANCE:** As a sub-recipient of Federal funds, HYC cannot discriminate against anyone on the basis of race, color, national origin, creed, political affiliation, age, sex, marital status, disability or medical condition in the provisions of its service to the public. If you believe that you have been subjected to discrimination, a complaint may be filed with HYC or the Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

**PERMITTEE SHALL:**

- a. Comply with and abide by all applicable rules, regulations and directions of HYC, the County and all applicable County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the premises.
- b. Provide custodial services to the premises and maintain the area occupied in a clean and sanitary condition to the satisfaction of County. Repair or replace any and all HYC or County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly make repairs, HYC may have repairs made and Permittee shall pay costs. Pay charges for installation and service costs for all telephones used for the conduct of the permitted activities, such activities must be stated within this permit.
- c. Conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by HYC or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.
- d. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- e. Restore the premises prior to the termination of this Permit to the satisfaction of HYC to the conditions that existed prior to the commencement of the permitted activities, other than for ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the premises by Permittee in order that the premises will be neat and clean and ready for normal use by HYC on the day following the termination of this Permit. Should Permittee fail to accomplish this, HYC may perform the work and Permittee shall pay the cost.
- f. Allow HYC or the County to enter the premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of the operations or maintenance of the facility.
- g. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from HYC.
- h. Prohibit all advertising signs or matter from display at the premises and unless otherwise stated in this permit; prohibit the marketing and promotion of literature and products of any kind; and prohibit the serving of food and alcohol on County property.
- i. Keep a responsible representative available during all permitted hours of the entire event. This person shall carry copies of this Permit and the receipt for consideration herein, for display upon request.
- j. Permittee shall ensure applicable smoking restrictions are enforced on the premises.

**INDEPENDENT STATUS:** This Permit is by and between HYC and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between HYC and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.

**EMPLOYEES:** All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.

**LIMITATIONS:** It is expressly understood that in permitting the right to use said premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the premises in accordance with the terms and conditions of the Permit for the purpose of conducting the permitted activities.

**ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part all rights hereunder shall immediately terminate.

**AUTHORITY TO STOP:** In the event that an authorized representative of HYC finds that the activities being held on the premises unnecessarily endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said endangering activities cease.

**DEFAULT AND CANCELLATION:** Permittee agrees that if default shall be made in any other terms and conditions herein contained, HYC may forthwith revoke and terminate this Permit. HYC reserves the right to cancel this Permit upon giving written notice of one day to Permittee without incurring any liability by HYC whatsoever.

**ALTERATIONS AND CONDITION OF PREMISES:** Permittee has examined the premises and knows the condition thereof. Permittee accepts the premises in the present state and condition and waives any and all demand upon HYC for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the premises unless approved in writing, in which case Permittee shall bear the sole cost and expense of any work performed.



Helpline Youth Counseling, Inc. (562) 273-0700  
 Liberty Community Plaza, 14181 Telegraph Road, Whittier, CA 90604

**HYC - LIBERTY COMMUNITY PLAZA TEEN CENTER APPLICATION FORM**

***Formulario de Solicitud para Jovenes***

Rooms 104 /105

*Participants must be between the ages 14-18*

Participant's Name (Nombre del Participante)	Age (Edad)	Birth Date (Fecha de Nacimiento)	Circle (Circulo) Male (Hombre) Female (Mujer)
Address/City/Zip Code (Direccion/Cuidad/Codigo Postal)			
School (Escuela)	Grade (Grado)	Teacher (Profesor)	
1. Parent/Guardian Name (Nombre de Padre/Guardian)		Cell phone (Telefono del Celular)	
Home Address (Direccion)		Home Phone (Telefono de la Casa)	
Place of Employment (Lugar de Empleo)		Work Phone (Telefono del Trabajo)	
Work Address (Direccion del Trabajo)		Email	
2. Parent/Guardian Name (Nombre de Padre/Guardian)		Cell phone (Telefono del Celular)	
Home Address (Direccion)		Home Phone (Telefono de la Casa)	
Place of Employment (Lugar de Empleo)		Work Phone (Telefono del Trabajo)	
Work Address (Direccion del Trabajo)		Email	
Emergency Contact (Contacto de Emergencia)	Phone (Telefono)	Relationship (Relacion)	

*The following individuals have unrestricted permission to pick up and sign out the above child from the HYC Liberty Community Plaza Teen Center without any further confirmation from a parent or guardian. (Las siguientes personas tienen permiso sin restricciones para recoger y firmar la salida del niño(a) que se menciona en la parte de arriba del HYC Liberty Community Plaza Centro de Adolescentes sin ningún otra confirmación de un padre o guardian).*

Name (Nombre)	Phone (telefono)	Relationship (Relacion)
Name (Nombre)	Phone (telefono)	Relationship (Relacion)

*I allow my child to participate in the HYC Liberty Community Plaza Teen Center and hereby release HYC and the County of Los Angeles, its officers and employees from liability or responsibility for any injury my child might sustain while participating in any HYC Liberty Community Plaza Teen Center activities. (Permito que mi hijo(a) participe en el HYC Liberty Community Plaza Centro de Adolescentes y al Condado de Los Angeles, sus directivos y empleados, de responsabilidad por cualquier dano que mi hijo(a) pueda sufrir durante su participacion en cualquier actividad de HYC Programa de Adolescentes).*

Parent/Guardian Signature (Firma de Padre o Guardian)	Date (Fecha)
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On Track to a Bright Future

Helpline Youth Counseling, Inc. (562) 273-0700

Liberty Community Plaza, 14181 Telegraph Road, Whittier, CA 90604

# **LIABILITY RELEASE and MEDICAL CONSENT FORM**

*Liberacion de Responsabilidad y Formulario de Consentimiento Medico*

Participants Name: \_\_\_\_\_ Age: \_\_\_\_\_ D.O.B: \_\_\_\_\_ Sex: \_\_\_\_\_

Address/City/Zip Code: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of School: \_\_\_\_\_ Grade: \_\_\_\_\_ Teacher: \_\_\_\_\_

I, the undersigned, hereby give permission for the above named minor in my custody to participate in the Helpline Youth Counseling, Inc. (HYC) programs and hereby waive, release, and discharge any and all claims or rights for damages in any personal injury and or property damage that may result from the minor's participation of a HYC program. This release is intended to discharge in advance the employees and officials of the HYC against any and all liability arising out of or connected in any way with the minor's participation in the activity.

I further understand that injuries occasionally occur during the activity and participants in the activity occasionally sustain personal injuries and or property damage, as a consequence thereof. Knowing the risk of the activities, nevertheless, on behalf of the minor, I hereby agree to assume those risks and to release and hold harmless all the persons or entities mentioned above who, through negligence or carelessness, might otherwise be liable to me, my heirs or assigns for damages.

I further understand and agree that this waiver, release and assumption of risk are to be binding on my heirs and assigns. I agree to accept and abide by the rules and regulations of the HYC and to ensure that my child also abides by the rules and regulations of the program.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

## **CONSENT FOR TREATMENT OF MINOR**

In the event of sudden illness, accident, or injury which may occur while the above named minor is engaged in activity or participates as part of a program sponsored by HYC and its representatives, employees, agents or assignees, when neither the minor's parents(s), guardians(s) or designated family medical provider can be contacted, I hereby give my consent for emergency treatment as deemed necessary under the circumstances by any medical provider licensed under the laws of the State of California.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

Family Medical Provider: \_\_\_\_\_ Phone: \_\_\_\_\_

Minor's Medical Number: \_\_\_\_\_ Doctor: \_\_\_\_\_

Medical Information: \_\_\_\_\_ Allergies: \_\_\_\_\_

Alternate Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_



Helpline Youth Counseling, Inc. (562) 273-0700  
Liberty Community Plaza, 14181 Telegraph Road, Whittier, CA 90604

## HYC LIBERTY COMMUNITY PLAZA TEEN CENTER AND INTERNET USAGE RULES

Rooms 104 /105

*Participants must be between the ages 14-18*

Helpline Youth Counseling, Inc. (HYC) places a high priority on creating a positive, safe, and decent environment where teens are able to utilize their lap tops and electronic devices during scheduled hours. HYC has the right to terminate your use of the Wi-Fi computers, for failure to comply with the following rules:

1. Keep all food (including candy and gum) and drinks outside the teen meeting room and homework lounge (unless specified).
2. Make sure to sign in and out upon entering the Teen Meeting Room and/or Homework Lounge with the Front Desk Receptionist.
3. We encourage you to use your electronic devices for homework, personal development or to conduct research. Due to the unrestricted nature of the Internet, many web sites contain material such as language, attitudes, pornography, behavioral expressions, unethical or illegal solicitation, racism, and sexism which are inappropriate in the public environment at Liberty Community Plaza; therefore, access to such sites while at the facility is strictly prohibited. Failure to abide by this rule will result in an immediate suspension or termination of participation in the Teen Programs.
4. Every computer user must register and have a signed permission slip prior to participating in any HYC Teen Programs.
5. Use of any computer programs while participating in any HYC Teen Programs is subject to the same policies as the use of the Internet.
6. The use of electrical outlets is allowable as long as no facility equipment is unplugged and it does not create an unsafe condition.
7. Users are expected to abide by generally accepted rules of etiquette. These rules include, but are not limited to, the following. Be polite, use appropriate language, and respect others' privacy. Behavior that is disruptive to other computer users will not be tolerated and will be subject to immediate suspension or termination of your participation in the Teen Program.
8. The hours and access to the Teen Program rooms are subject to change without notice.
9. Please be flexible during transition periods in the event of any unanticipated facility work.
10. Security cameras are videotaping activity at all times.
11. Refusal or failure to comply with the rules will result in denial of access to the Teen Meeting Room and/or the Teen Homework Lounge and, if necessary, physical removal from the premises by a County Sheriff's Deputy or other law enforcement officer.
12. **Turn off cell phones or place the ringer on vibrate!** If you need to use your phone, please step out of the room.
13. Use headphones when listening to music or while in the Teen Meeting Room and/or Teen Homework Lounge.
14. Do not mark or vandalize any equipment or the facility.
15. Keep the Teen Rooms clean and orderly. Return things back to their original place.
16. Adhere to the five (5) page print limit per computer visit. Exceptions will be considered on a case-by-case basis.
17. Any failure to follow these rules will result in the loss of your privileges in the Teen Program and access to the associated rooms.

### **INTERNET ACCESS**

Helpline Youth Counseling, Inc. supports the access to resources and services that meet the informational, educational, and recreational needs of program participants. Please note that filtering software does not provide complete protection from materials that you or your child may find objectionable or offensive which may be found on the internet. Restriction of access to the internet is the responsibility of the individual, or, as in the case of a minor, the parent/guardian. HYC does not monitor and has no control over the information accessed through the internet by HYC program patrons and cannot be held responsible for its content. A separate sheet is available with instruction on how to access the internet while visiting the HYC Teen Rooms.

**Internet Guidelines and Procedures:** HYC reserves the right to review this policy from time to time and make changes as necessary. My Child:

- Has my permission to individually access the internet (Wi-Fi) while visiting or participating in a HYC program and is not permitted to have access to offensive, objectionable, or sexually explicit material.
- Does **NOT** have my permission to individually access the internet (Wi-Fi) while visiting or participating in a HYC program. (Unless through a HYC sponsored class or organized activity).

**CONSEQUENCES OF NOT FOLLOWING THE DESCRIBED RULES WILL BE BASED ON THE SEVERITY OF THE RULE VIOLATION AND WILL BE DECIDED ON A CASE BY CASE BASIS FOR FAILURE TO COMPLY WITH RULES.**

### **Warnings:**

**First Violation:** The violator will receive a verbal warning from a staff member of HYC. Up to three (3) verbal warnings will be given for failure to comply with any of the rules. Consequences on the first violations will be at the discretion of the Facility Director.

**Second Violation:** The violator will be banned for five (5) business days from the premises. After the third verbal warning is issued and violations continue consequences will be at the discretion of the Facility Director.

**Third Violation:** The violator will be permanently banned from all Teen Programs. Consequences for violations such as pornography, violence, theft and destruction of property may immediately revoke any computer lab privileges.

**Teen Center Program and Internet Parent Consent:**

I give permission to my minor to participate in any of HYC's Teen Programs and access the internet. My child and I have read and understand the Teen Program participant rules. I also understand that I am responsible for my child (over the age of 14) while he or she participates or is visiting any of the Teen programs. I have read and understood and agreed to comply with all the aforementioned Teen Program rules.

**Photo/Video Consent, Release and Waiver of Liability:**

I give permission and consent to HYC to record and/or photograph me and/or my child(ren) and use the recording for informational, educational, promotional, or publicity purposes concerning HYC and its services. I understand that all or part of the recording may be used on our website, or publications and displays including but not limited to public newspapers, magazines, reports, television broadcast, or other public documents; or electronic or digital recording. I also understand that the recording may be used without any further consent or authorization from me; and we may modify the recording in the process of editing, and I will not be entitled to any compensation for the use of the recording. I also agree to release HYC, its officers, employees, or agents from any and all liability arising out of or connected to the use of the recording as stated above. I have read and understand the foregoing consent, release, and waiver of liability, and voluntarily accept and agree to its terms.

Parent/Guardian Name: \_\_\_\_\_ Participants Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Address/City/State/Zip Code \_\_\_\_\_

Parent/Guardian Email address: \_\_\_\_\_ Telephone/Cell Number: \_\_\_\_\_

**Release of Liability:**

I hereby release and discharge HYC and the County of Los Angeles, and their officers, agents, servants or employees, from any claim, right, action, cost, liability and responsibility for death, injuries of any kind sustained by myself or any person, including any minor, under my supervision while participating in any activity in any way connected with the aforementioned program. HYC is not responsible for any damage to personal property while participating in any activity or program.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STAFF USE ONLY**

	<i>Warning #1</i>	<i>Warning #2</i>	<i>Warning #3</i>	<i>Violation #1</i>	<i>Violation #2</i>	<i>Violation #3</i>	<i>Privilege Terminated</i>
<i>Date</i>							
<i>Rule #</i>							
<i>Staff Initials</i>							



Helpline Youth Counseling, Inc. (562) 273-0700  
Liberty Community Plaza, 14181 Telegraph Road, Whittier, CA 90604

## **HYC LIBERTY COMMUNITY PLAZA** **WIRELESS (Wi-Fi) ACCESS INSTRUCTIONS**

Visitors are welcome to access the internet as long as program rules and restrictions are adhered to. Electrical outlets are available as long as no facility equipment is unplugged and it does not create an unsafe condition. HYC staff can confirm if the Wi-Fi is working properly and give basic assistance. Staff cannot assist in setting up personal laptops for wireless access.

### **Access to Liberty Community Plaza Wi-Fi:**

- Provide your own wireless enabled laptop with internet browser software
- Make sure your wireless radio is turned on.
- Use your Wireless Network Connection to connect to the HYC network()
- Make sure that your laptop is assigned an IP address from the Access Point (release an old IP address if necessary).
- Disable any proxy IP addresses (found in your browser connection settings).
- Turn off your pop-up blocker, or allow pop-ups from \_\_\_\_\_ so the log-off window displays.
- Open your internet browser and enter \_\_\_\_\_
- Read/accept the HYC Acceptable User Policy.
- Log off when you are done.

### **Children/Teen Computer Access:**

- Visitors under 18 can use the public Wi-Fi but must have their parent/guardian's permission to access the internet. Parents/guardians must return a completed Internet Access Permission Form, in person, and submit it to the designated HYC staff person.



## **Helpline Youth Counseling, Inc. (HYC) Internet Access**

**Liberty Community Plaza**

You are about to access a computer system (including all related equipment, network and network devices) which is the property of Helpline Youth Counseling, Inc. (HYC) and is provided for authorized use only. There is no expectation of privacy in this system.

Any or all uses or access of this computer system, including all of its data, may be monitored, interrupted, recorded, read, copied or captured and disclosed in any manner for any lawful or authorized purpose, including disciplinary or civil action and criminal prosecution. Use or access of this system, authorized or unauthorized, constitutes consent to such monitoring, interception, recording, reading, copying or capturing and disclosure. Unauthorized or improper use or access of this computer system may result in criminal, civil and/or administrative action.

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### **HYC IT (INTERNET) POLICY**

**Helpline Youth Counseling, Inc.**

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This policy is applicable to all Liberty Community Plaza IT users.

HYC Internet services are provided as an IT resource for conducting or participating in business or program purposes. Any other use must be minimal or incidental and may not be a use which is substantial enough to result in a gain or advantage to the user or a loss to HYC for which a monetary value may be estimated.

HYC IT resources, including without limitation HYC Internet services, may not be used:

- For any unlawful purpose;
- For any purpose detrimental to HYC or its interests;
- For personal financial gain;

- In any way that undermines or interferes with access to or use of HYC IT resources for official HYC purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a HYC IT user's performance of his/her official job duties;
- To express or imply sponsorship or endorsement by HYC, except as approved in accordance with the agency's policies and procedures; or
- For personal purpose where activities are for private benefit or advantage, or an outside endeavor not related to HYC business or programming purposes. Personal purpose does not include the incidental and minimal use of HYC IT resources, such as occasional internet usage for personal purposes.

Unless specifically authorized by HYC management, sending, disseminating, or otherwise exposing and/or disclosing any non-public information (e.g., software program code; business data, documentation or other information; personal data, documentation or related information; any confidential, legislative, or sensitive data, documentation, and other information) is prohibited. Except as expressly authorized below in this HYC policy no HYC IT user shall access or use HYC IT resources to create, exchange, publish, or distribute in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) not specifically approved by designated management.

HYC may implement agency policies and procedures for authorizing one or more specified individuals, as a part of each such individual's assigned job function or program activity, to use HYC IT resources to create, exchange, publish, or distribute in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, and other social networking services) information that is not specifically approved by designated management. Such departmental policies and procedures shall, at a minimum:

- a) Require all information created, exchanged, published, or distributed otherwise to be in compliance with all applicable aspects of HYC IT resources policies, standards, and procedures and HYS IT security policies, standards, and procedures, as well as any additional policies, standards, and procedures established by HYC.
- b) Require HYC to designate management to regularly monitor the information created, exchanged, published, or distributed in public forums by the specified individual(s); and
- c) Require HYC, as quickly as practicable, to address instances in which the specified individual(s) do not comply with HYC policies and procedures.

No Liberty Community Plaza or HYC IT user shall store information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive on any Internet storage site without prior written approval by designated HYC management.

No Liberty Community Plaza or HYC IT user of Internet services shall intentionally or through negligence damage, interfere with the operation of, or prevent authorized access to HYC IT resources.

Liberty Community Plaza or HYC IT users must obtain designated HYC management approval to use Internet services. Authorized users must not share their credentials, usernames, passwords, or allow another person to access HYC Internet services using their account.

Access to HYC Internet services is provided, as needed, at the discretion of HYC. Access to Liberty Community Plaza / HYC Internet services is a privilege, which access may be modified or revoked at any time, without notice or consent by designated HYC management.

Liberty Community Plaza / HYC IT users cannot expect any right to privacy when using HYC Internet services. Having no expectation to any right to privacy includes, for example, that HYC IT users' access to, and use of, HYC Internet services may be monitored or investigated by authorized persons at any time, without notice or consent.

HYC has the right to administer any and all aspects of access to, and use of, HYC Internet services at Liberty Community Plaza, including, without limitation, monitoring sites visited by HYC IT users on the Internet, monitoring email sites, chat groups and newsgroups, reviewing data downloaded from or uploaded to the Internet by Liberty Community Plaza / HYC IT users, and limiting access only to those sites required to conduct HYC business or participate in a Liberty Community Plaza sponsored program.

Monitoring the access to, and use of HYC IT resources by Liberty Community Plaza / HYC IT users must be approved in accordance with applicable policies and laws on investigations. If any evidence of violation of this policy is identified, HYC management must be notified immediately.

The following are examples of inappropriate access or use of Liberty Community Plaza/ HYC IT resources, including without limitation HYC Internet services. This is not a comprehensive list of all possible violations:

- Downloading, accessing, storing, displaying or distributing software, unless approved by designated HYC management
- Downloading, accessing, storing, displaying, viewing or distributing material (e.g., movies, music, software, and books) in violation of copyright laws

- Downloading, accessing, storing, displaying, viewing or distributing pornography or other sexually explicit material
- Soliciting participation in, or advertising scams (e.g., spamming, pyramid schemes, and “make-money-fast” schemes) to others
- Posting or transmitting libelous, defamatory, fraudulent, or confidential information
- Operating a private business or a non-Liberty Community Plaza/HYC business related web site
- Posting or transmitting to unauthorized persons any material deemed to be confidential, personal, or otherwise protected from disclosure
- Participating in partisan political activities
- Attempting unauthorized access to the account of another person or group on the Internet, or attempting to circumvent HYC security measures, or security measures taken by others connected to the Internet, regardless of whether or not such attempts are successful or result in corruption or loss of data or other information (e.g., password stealing, phishing, or whaling).
- Knowingly or carelessly distributing malicious code to or from HYC IT resources
- Accessing, creating, or distributing (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on HYC IT resources (e.g., over HYC and County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of such County/Liberty Community Plaza/HYC IT user's assigned job function (e.g., law enforcement).

### **Definition Reference**

As used in this policy, the term “HYC IT resources” shall have the same meaning as set forth HYC Information Technology and Security Policy.

### **Compliance**

HYC employees, program participants and sponsored program personnel who violate this policy may be subject to appropriate disciplinary action, up to and including discharge, as well as both civil and criminal penalties. Non-HYC employees, including, without limitation, contractors, may be subject to termination of contractual agreements, denial of access to HYC IT resources, and other actions as well as both civil and criminal penalties.

## **Policy Exceptions**

Requests for exceptions to this HYC policy shall be reviewed by the HYC Director and/or appointed management, and shall require approval by said persons. Exceptions shall provide such requests to the HYC Director and/or management. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, risk mitigation measures to be undertaken by the grantee, initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein. The HYC Director and/or management shall review such requests, confer with the requestor, and place the matter for consideration.

## **RESPONSIBLE AGENCY**

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Helpline Youth Counseling, Inc.

## EXHIBIT F - FINANCIAL REPORT FORM

### LIBERTY PLAZA RECREATION AND FAMILY SERVICE CENTER AS OF XXXXX

	TOTAL	HELPLINE ALLOCATION AMOUNT	COUNTY ALLOCATION AMOUNT
<b>MAINTENANCE EXPENSES</b>			
<b>CLEANING</b>			
Janitorial Service	\$	\$	\$
Trash Service			
TOTAL			
<b>RESERVE FOR EXTRAORDINARY MAINTENANCE</b>			
<b>MAINTENANCE EXPENSES TOTAL</b>			
<b>OPERATING EXPENSES</b>			
<b>PERSONNEL S&amp;EB</b>			
Director of Administration			
Director of Finance & Operations			
Accounting & HR			
Building Manager			
Programs/Events Coordinator			
Reception			
TOTAL			
<b>UTILITIES</b>			
Electricity			
Information Technology Consultant			
Network/System			
Gas			
Telephone			
Water - Building			
Water - Fire Protection			
Water - Landscape			
Other Utilities			
TOTAL			

**EXHIBIT F - FINANCIAL REPORT FORM**

**LIBERTY PLAZA RECREATION AND FAMILY SERVICE CENTER  
AS OF XXXXX**

	TOTAL	HELPLINE ALLOCATION AMOUNT	COUNTY ALLOCATION AMOUNT
<b>INSURANCE</b>			
Liability			
TOTAL			
<b>GROUNDS MAINTENANCE</b>			
Landscape			
Spinkler Systems			
Graffiti Removal			
Fence			
TOTAL			
<b>MISCELLANEOUS</b>			
Artworks Maintenance - Labor			
Artworks Maintenance - Supplies			
Audit			
Office Supplies			
Pest Control			
Maintenance Supplies			
Publicity & Brochures, etc.			
HVAC Maintenance			
Fire/Life Safety - Sprinkler Maintenance			
Miscelleneous			
TOTAL			
<b>OPERATING EXPENSES TOTAL</b>			
<b>REVENUE AND EXPENSE SUMMARY</b>			
<b>MAINTENANCE EXPENSES</b>			
<b>OPERATING EXPENSES</b>			
<b>TOTAL EXPENSES</b>			
<b>REVENUE</b>			
Usage Permit Fees			
Donations			
Fundraiser Collections			
Interest Income			
Miscellaneous			
<b>REVENUE TOTAL</b>			\$

**EXHIBIT F - FINANCIAL REPORT FORM**

**LIBERTY PLAZA RECREATION AND FAMILY SERVICE CENTER  
AS OF XXXXX**

**CASH RECONCILIATION REPORT**

Cash balance, beginning	\$	
Receipts:		
Total Balance & Receipts	\$	-
Disbursements:		
Total Disbursements	\$	-
Cash Balance, ending	\$	-

Helpline Youth Counseling

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Maintenance of the Civic Art

The Premises includes Veterans Garden (Artwork) which was designed by Susan Narduli (Artist) through the County's Civic Art Program and owned by the County.

The Tenant recognizes that the maintenance of the Artwork is essential to the integrity of the Artwork and agrees that it will take reasonable efforts to see that it is properly maintained, taking into account the written civic art maintenance guidelines delivered to the Tenant by the County. The Tenant reserves the right to make minor or emergency repairs without consultation with the County and the Civic Art Program provided the work is performed in accordance with recognized principles of conservation. In the event the Tenant desires to make repairs to or to restore the Artwork and such work does not comply with the civic art maintenance guidelines, the Tenant shall notify the County and the Civic Art Program in writing at least thirty (30) days in advance to request that the Civic Art Program advise the Tenant about the proposed repair or restoration.

In the event the Tenant determines that the Artwork presents an imminent hazard to the public, the Tenant may remove components the Artwork without prior consultation with the Civic Art Program. The Tenant shall make a good faith effort to notify the County and the Civic Art Program within thirty (30) days of such removal to discuss the options for the final disposition, reinstallation, maintenance or deaccession of the Artwork.

The County represents and warrants to the Tenant that the Artwork will not require maintenance substantially in excess of that described in the civic art maintenance guidelines.

EXHIBIT G  
Art Maintenance Guidelines



Date: May 22, 2015

**Maintenance Guidelines**

Below are the maintenance instructions for the artist designed veterans garden and memorial at Liberty Community Plaza. If you have any questions about these instructions, or if the artwork needs repairs or conservation beyond the instructions' scope, please contact the Los Angeles County Arts Commission Civic Art Program at 213-202-5858. Thank you for protecting this County public asset.

**Artwork location:** South corner of the site, facing the intersection of Telegraph Road and Valley View Avenue.

**Artist name:** Susan Narduli

**Artwork title:** Veteran's Garden

**Date artwork was completed:** June 5, 2015

**Artwork dimensions (h x w x d):**

"Dedication Wall" – 21' h x 65' w

- 6 Bronze military seals - round 20" x 20"
- Flamed basalt tiles - 3" height by various widths
- Flamed basalt tiles with engravings – 1" height x 3" width
- Vertical Ceramic tiles – various sizes
- Stainless steel lettering 4" height
- Painted Steel Lettering – 8" height

Eight Concrete benches (two with planters) – 24" height x various lengths (12' to 16')

Engraved pavers on ground – "Conflict" pavers 6" x 32", "Veteran" pavers 6" x 16"

12 basalt rings with ginkgo trees – 6" wide curved tiles forming a 6' diameter ring

**Artwork materials:** Bronze, flamed basalt, ceramic, stainless steel, painted steel, concrete benches, planters and ginkgo trees.

**Support and other materials (base or support materials such as nails, glue, canvas, pedestal, primer, etc.):** The "dedication wall," benches, planters and the monument sign are coated in Keim Reversible Graffiti Protection System.

**Environmental factors that may affect artwork's condition:**

Due to proximity of the busy intersection and the bus transit stop, there may be dust and smog debris, trash and graffiti to remove on a regular basis.

**Precautionary measures to take:** Monitor the site daily. Please note, the rose bushes on site are not considered part of the artwork and are not within the purview of the Arts Commission, please refer to the vendor Rose Hills or other assigned vendor for care of the rose bushes.

EXHIBIT G  
Art Maintenance Guidelines

**Routine maintenance instructions:** Remove trash at site daily. Water and fertilize ginkgo trees in accordance with standard ginkgo tree care. If the “dedication wall,” benches, planters or monument sign have graffiti damage, please follow the guidelines below:

1. Photograph the graffiti damage before cleaning.
2. Dry clean surface to remove all loose debris and particulate matter. Depending on the area of graffiti to be removed the surface may be cleaned with a soft bristle brush or by compressed air. NOTE: it is important to dry clean the surface prior to anti-graffiti (AG) coating removal to ensure that the surface is not exposed to material that could stain the surface when it is exposed to water during AG coating removal.
3. Remove AG coating as specified by the manufacturer (see Keim Reversible Graffiti Protection System brochure and technical data sheet attached). The amount of water pressure should be the minimum required to soften and lift the AG coating.
4. Reapply AG coating immediately after coating removal, except on polished surfaces. Polished surfaces should be dry prior to coating reapplication.
5. If localized coating removal is performed the reapplication of the AG coating should be performed in such a way to minimize application of coating over surrounding areas of coating. Application of the AG coating by spray is recommended to “feather” the edges adjacent to old coating.
6. Photograph after cleaning.
7. Send photographs of graffiti tags to the Los Angeles County Sheriff patrol station in Norwalk. The Sherriff department keeps a database of graffiti tags.
8. Send before and after photographs to [civcart@arts.lacounty.gov](mailto:civcart@arts.lacounty.gov)

EXHIBIT G  
Art Maintenance Guidelines



Date: May 29, 2015

**For the Liberty Community Plaza Maintenance Budget**

Below are maintenance product costs for the artist designed veterans garden and memorial at Liberty Community Plaza. The costs below are for the product only and DO NOT include labor.

The "dedication wall," benches, planters and the monument sign are coated in Keim Reversible Graffiti Protection System. These surfaces will need to be touched up if there is graffiti damage or if the coating begins to dry out.

The Keim Reversible Graffiti Protection coating should be completely removed and reapplied on all the surfaces listed above every **five** years.

The Keim product comes in 25 liter containers. Always have one container on site for general touch up. The product should be kept in a cool, dark location.

Annual cost for product for general touch up:  
\$575.00 for one 25 liter container (includes tax and shipping)

Five year cost for full application and ongoing general touch up:  
\$2,750.00 for five 25 liter containers, 4 containers to cover the entire surface and 1 container for annual touch up (includes tax and shipping)

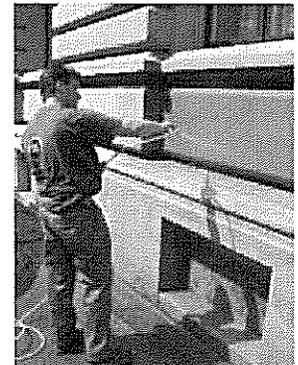
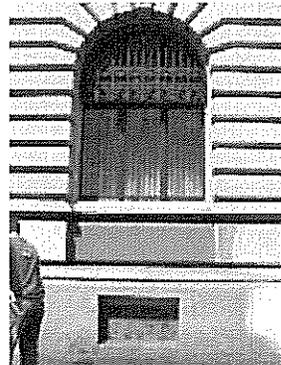
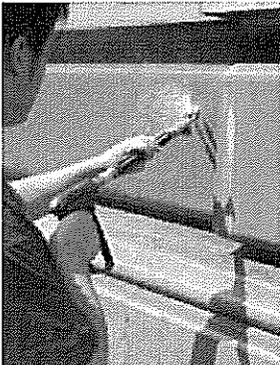
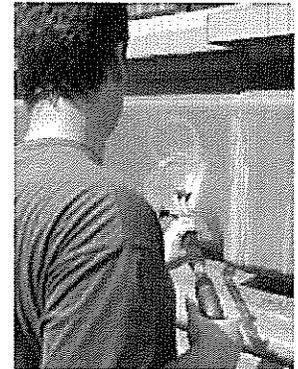
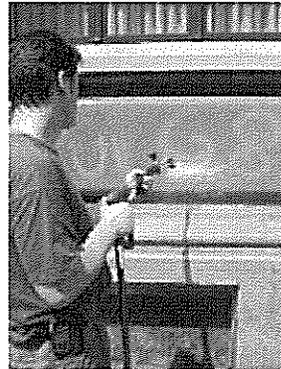
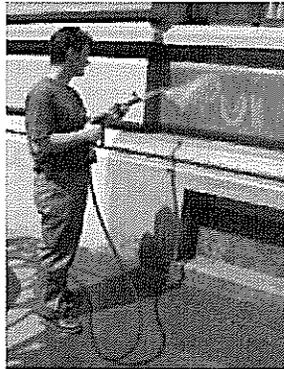
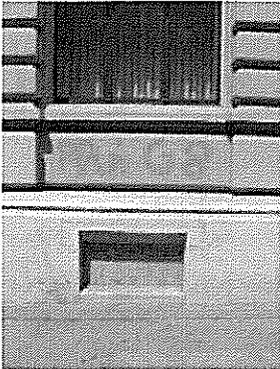
The coating on all surfaces listed above should be inspected once a year by the party responsible for site maintenance. If during inspection areas are identified where the coating has dried out and appear scaly, these areas should be touched up. The same instructions below can be used to clean off graffiti, as per the Maintenance Guidelines provided by the Arts Commission.

- Use hot water at 190° and sponge or low pressure washer to remove the area of coating that has dried out.
- After the coating is melted with the hot water, wait 30 minutes and then hose off with a regular garden hose, cold water okay.
- When the surface is dry to touch, the Keim coating can be reapplied.
- The best application method is a sprayer. Always apply three coats. Coat 1: spray horizontally, Coat 2: spray vertically and Coat 3: spray diagonally. This will ensure full coverage and protection.

# KEIM surface protection



since 1878

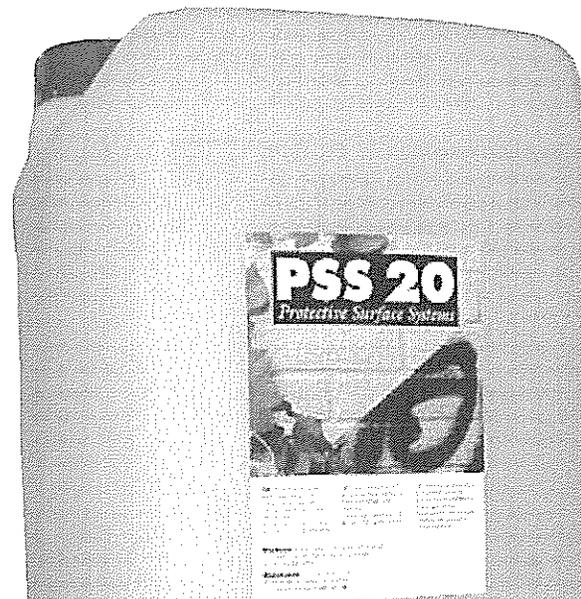


anti-graffiti, anti-soiling protection for all substrates  
completely natural, reversible and vapor permeable

## KEIM PSS 20

recommended protection for all surfaces.

MasterFormat™ Division 09 - Finishes  
Section 09 96 23 Graffiti-Resistant Coatings





since 1878

**KEIM PSS 20 protects the value and appearance of buildings, bridges, public art and monuments.**

- made of vegetable polysaccharides and water
- completely harmless to man, animals and environment
- over 65 million square feet protected throughout the world
- 100% reversible - may be removed with hot water spray leaving no trace
- invisible protection even when wet from rain

**invisible protection**

A surface treated with KEIM PSS 20 is protected against graffiti and environmental pollution. These are removed, together with the PSS 20 film, using hot water. Then KEIM PSS 20 is reapplied by airless spray forming a transparent film undetectable to the eye. Surfaces retain original appearance with no ghosting or marking after cleaning.

**fully reversible**

Unlike other products, KEIM PSS 20 may be safely and completely removed from treated surfaces leaving no residue. No chemicals are needed. Hot water spray removes the PSS 20 and any soils or graffiti on top of the film. Historic architecture, sculpture and public art remain unaltered.

**durable and responsible**

Using only products approved for use in food, KEIM PSS 20 is made from natural vegetable polysaccharides and water. Absolutely safe for man and the environment during processing, storage and throughout its life. KEIM PSS 20 offers a more durable surface protection than other, more aggressive systems. Forms no barrier to water vapor diffusion. No VOCs. UV resistant.

**versatile**

With KEIM PSS 20, almost all surface materials can be protected from graffiti and pollution. Examples include concrete, stucco, brick, CMU, natural stone, metal, plastic, and ceramics.

**member**




Association for  
Preservation  
Technology

**National Trust for Historic Preservation**

KEIM is certified for establishing and applying an ISO 9001:2000 Quality Management System and an ISO 14001:2004 Environmental Management System.

the original silicate coating since 1878

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## Technical Data Sheet

### KEIM PSS 20

Reversible graffiti protection system



#### 1. Product description

PSS 20 is a completely reversible protection system for protection against graffiti, advertising bill sticking marks, and also protects against airborne contamination (CO<sub>2</sub>, soot, etc.) for facades, walls, indoors and outdoors. PSS 20 is made of vegetable polysaccharides and water with a high viscosity. PSS 20 is a natural sustainable product that is absolutely harmless to man, animal life and the environment. PSS 20 is sprayed on to the wall in one or more coats with an Airless appliance, where on drying it forms a gossamer-thin protective film, normally invisible to the eye and creates a fully breathable type of coating. PSS 20 should be applied by skilled tradesmen who have received the appropriate training.

#### 2. Field of application

PSS 20 can in principle be applied to all washable substrates. In the case of water-repellent substrates (e.g. those treated with hydrophobic agents), the surface tension must first be reduced with a pre-treatment or primer. PSS 20 should only be used on vertical surfaces. PSS 20 is especially suitable for all kinds of natural and artificial stone facades, clinker, concrete, brick, mineral coatings, metal, and aluminum facades.

#### 3. Product properties

PSS 20 comprises vegetable polysaccharides and water with a high viscosity. The components of PSS 20 carry the E-numbers used in the foodstuffs industry. Therefore, PSS 20 is absolutely harmless to man, animal life and the environment.

- Appearance: slightly cloudy liquid gel
- Viscosity: 6000-7200 cpa
- Boiling point: 100° C
- Flammability: non-flammable
- No toxic gases produced on decomposition by heat
- Water vapor permeability: according to DIN 52615: Sd-value 0.012 m (EMPA-Test No. 155194 of 06.10.94) 80 Perms
- Carbonization: good retardant effect, similar to a concrete glaze (LPM Construction materials lab Test No. A-13'041-1 of 18.03.93)
- No VOC's
- Totally reversible by means of hot water
- Reactivity: Highly alkaline conditions are to be avoided
- PSS 20 normally only impedes the sound absorption capability of noise protection walls to an insignificant degree (Test Deutsche Bahn, FT-Centre Munich, of 20.02.98)

#### Material characteristics

Specific weight: approx. 1.1 g/cm<sup>3</sup>  
pH-value: approx. 6.5

#### Color shade

Clear, slightly cloudy

#### 4. Application instructions

##### Substrate preparation

The substrate must be sound, clean and free of oil, dust, grease, and silicone.

##### For absorbent substrates:

Thoroughly pre-wet substrate this fills the pores allowing the PSS 20 to form its protective coat on



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**TD**

## **KEIM PSS 20**

the surface with as little as possible penetration of the PSS 20 into the substrate.

For non-absorbent substrates:

Substrate must be clean and dry at the time of application.

### **Application**

PSS 20 is applied to the surface in two or three coats using airless spray equipment (spraying without air), at a pressure of between 100 - 200 bar (1450 - 2900 psi). When spraying, both vertical and horizontal overlapping pattern should be used, which together will correspond to a normal coat of PSS 20. For each coat, a quantity of PSS 20 between a minimum of 0.10 to a maximum of 0.20 l/m<sup>2</sup> (0.01 - 0.02 l/sq.ft.) should be applied. The thickness of the protective film after drying should be approx. 0.030-0.035 mm (1.18 - 1.38 mil). A surface temperature which is too hot during the application of PSS 20 leads to a rapid evaporation of the water in PSS 20. This can lead to problems of binding between PSS 20 and the surface being treated. PSS 20 should be applied by skilled tradesmen who have received the appropriate training.

**Note:** PSS 20 is very slippery in its liquid and/or damp state. PSS 20 should therefore only be used on vertical surfaces. If PSS 20 is dropped onto the floor, it must be immediately removed or be washed away in order to avoid accidents through slipping.

### **Working conditions**

Air and surface temperature should be > 5°C (> 41° F) and < 35°C (< 95° F)

Do not apply in direct sunlight or onto sun-heated substrates. Protect coated surfaces from direct

sunlight, wind and rain during and after application until dry.

### **Drying times**

A drying time of 1 - 4 hours between coats (each coat should be dry to the touch before the next coat is applied) at least 12 - 48 hours must be allowed to fully dry. Drying times will depend on the weather, temperature and humidity. Special care should be taken that the surface does not dry too quickly as this will result in a sheen on the surface.

### **Consumption**

Consumption rate of between 0.20 and 0.60 l/m<sup>2</sup> (0.02 - 0.06 liters/sq.ft.) (0.005 - 0.016 gal/sq.ft.) is required when using the product as a graffiti protection and between 0.10 and 0.20 l/m<sup>2</sup> (0.01 - 0.02 l/sq.ft.) (0.003 - 0.006 gal/sq.ft.) for use as a soiling protection.

The stated consumption value is for guidance and depends on the absorbency and texture of the substrate. Exact consumption values can only be determined by trial areas on the structure to be coated.

### **Cleaning of tools**

Clean with water immediately after use.

### **Removal and Cleaning of surface protected with PSS 20**

The surface with the graffiti must be activated for several minutes using hot water 60° C (140° F) without pressure, that means the surface must first be soaked completely with hot water and then be kept dripping wet with hot water for 2-4 minutes (depending on the external temperature and the



**TD KEIM PSS 20**

type of sub-surface). During this time, the PSS 20 film begins to swell, it is very important that the PSS 20 film swells up under the graffiti. In the case of cold external and/or wall temperatures and/or with soft surfaces that only withstand low water pressures, good activation with hot water is particularly important.

After the activation, the PSS 20 protective film is removed together with the graffiti and other soiling by hot water jet from a hot water pressure washer with a wide fan tip. The water jet must always be angled to the surface (30° to 45° degrees, never vertical, always keep the tip of the sprayer at least 20 cm/8 in. from the surface). To ensure that the water has sufficient time to penetrate the PSS 20 film under the graffiti. Best practice is to remove the graffiti from all sides so that there is the same amount of time for the activation of the PSS 20 film on all sides of the graffiti. You will know when you have reached the limit of the activated PSS 20 if the paint of the graffiti suddenly cannot be peeled off anymore, move the water jet to another side of the graffiti in order to give the water on the previously processed side enough time to activate further into the PSS 20 film under the graffiti.

Always adapt the water pressure to the surface!

The surface must never be damaged by using a water pressure that is too high. Clean hard surfaces, such as granite, with higher pressures (50-100 bar) or (725 - 1450 psi) at the nozzle. Clean soft surfaces, such as sandstone, with lower pressures (10-20 bar) or (145 - 290 psi) at the nozzle. (Stated pressures are only suggestions and actual pressure can only be determined by site conditions) Keep in mind lower pressure usually means less clean up time as the loose pieces of graffiti can blow further with higher pressure.

After the removal of the graffiti, the complete processed surface should be once again washed thoroughly with hot water. Porous surfaces should then be immediately re-coated with PSS 20 while they are still wet. In doing this, re-apply the PSS 20 in the necessary number of coats and coat thicknesses as outlined in this document. At the borders of the cleaned surfaces, PSS 20 should be sprayed so as to overlap with the surfaces that are already protected. With non-porous and non-absorbent sub-surfaces, allow the surface to dry before starting to apply the new protective film.

## 5. Packaging

25 liter (6.6 gal) containers

## 6. Storage

Shelf life is approx. 12 months in a sealed unopened container under cool, frost-free conditions. Protect from heat and direct sunlight. Refrigerate after opening for best shelf life.

## 7. Hazardous substances ordinance class

n/a

## 8. Transport hazard class

n/a



**TD**

**KEIM PSS 20**

## 9. Disposal

EC Waste Code no. 06 02 99

Any residues must be emptied out of containers before recycling.

## 10. Safety instructions

PSS 20 is very slippery in its liquid and/or damp state. PSS 20 should therefore only be used on vertical surfaces. If PSS 20 is dropped onto the floor, it must be immediately removed or be washed away immediately with plenty of water in order to avoid accidents through slipping. Protect the eyes and skin from splashes. Keep out of reach of children.

Product code: M-SK 02

The stated values and properties are the result of extensive development work and practical experience. Our recommendations for application, whether given verbally or in writing, are intended to provide assistance in the selection of our products and do not establish a contractual relationship. In particular, they do not release those purchasing and applying our products from the duty of establishing for themselves, with due care, the suitability of our products for the intended application. Standard building industry practices must be complied with. We retain the right to make modifications to improve the products or their application. This edition supersedes all earlier editions.



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**EXHIBIT J**  
**COUNTY'S EQUIPMENT AND FURNITURE**

QTY	PRODUCT NO.	DESCRIPTION
16	4211	Intima Lounge Chair, Silver Metallic Legs
8	4213	Intima Sofa with Arms
3	7548	Arched Bench
6	27.183	Pallas Textiles H20 Poppy
1	257-181818	Cubed 18x18 Occasional Table, Nevamar Clear Maple
3	CRTSKCT72LK	MityLite Cart
24	CT72SBE817	MityLite Circular Tables, 29" TALL WITH BLACK TRIM
2	0392JC011	JONTI-CRAFT Low Single Bookcase; 48"W x 15"D x 29-1/2"H
4	8124JC1005	JONTI-CRAFT Berries Plastic Chair, Teal, 14" H
2	04210JC011	JONTI-CRAFT 20 Tray Mobile Cubbie, w/Clear Trays; 48"W x 15"D x 29-1/2"H
1	6418JCE011	TRAYS CLEAR, JONTI-CRAFT KYDZ Activity Table-Square – 48"x48", 15"-24"H
1	LOT IOPC	Sliding Door Cabinet, BT60303B, WILSONART-WALLABY (D439-60)
1	LOT IOPC	MSSO53TT – 60 slot BLACK sorter, Slot opening 11"W x 15 ¼"D x 3 ½ "H
1	C02465	Emu Round; Chair-Arm, METAL INDIAN BROWN
4	451-3730FI	Circa; Loveseat-30 degree wedge, Inside, WALNUT WOOD FINISHES
4	451-3730FI	Circa; Loveseat-30 degree wedge, Inside, WALNUT WOOD FINISHES
3	444M	Sidewalk; Chair, Mobile, Low back, Tablet arm
1	444M	Sidewalk; Chari, Mobile, Low back, Tablet arm
3	43-T222222	Sidewalk; Table, 22D x 22W x 22H, MAPLE WOOD
2	46-T1	Await; Table-Freestanding, Round, Low, METAL FRAME FINISH
1	C02470	Emu Round; Table-Round, 35 ½ dia, METAL INDIAN BROWN
1	45-T42RD	Circa; Table-Freestanding, Round, 42 dia, 15 3/4H
2	45-T1815H	Circa; Table-Freestanding, 15 degree wedge, 28D x 18 ½ W x 22 ½ H
2	CABINET	CE2-A-6048-CL-463490-003 Egan Versa Presentation Cabinet
2	CAROUSEL TABLE	Carousel, 4-Seat Table, 42"D, Perforated Metal Top
2	CAROUSEL TABLE	Carousel, 3-Seat Table, 42"D, Perforated Metal Top
2	S14592529/L2STP/NA/SAR	Learn2 Strive No-arm Chair
4	S14592529/L2STP/NA/SAR	Learn2 Strive No-arm Chair
22	S14592529/L2STP/NA/SAR	Learn2 Strive No-arm Chair
20	S14592529/L2STP/NA/SAR	Learn2 Strive No-arm Chair
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	KI74/JR30	Impress Ultra Task, Mesh Mid Bk
1	SPDCAP	Strive Tash Cantilever Arm Chair, Warm Grey
1	SPDCAP	Strive Tash Cantilever Arm Chair, Poly, Warm Grey
3	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic

3	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
6	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
2	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
2	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
5	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
4	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
4	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
4	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
4	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
12	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
10	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
10	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
10	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
10	04MSMB	Opt4 chair, Mesh Seat/Mesh Back, Starlight Silver Metallic
192	04MSMB	Opt4 chair, Mesh Seat/Mesh Back
1	S14570515/STD MODEL #700 Series	Files Credenza Cupboard w/1 Adj Self 36"W x 18-7/8D x 31-7/8"H
1	S7L/3619T-74P	700 Series Files File top 10x36 74P Edge
1	S14570511/STD MODEL	Custom Freestanding BENCH, 36W x 18-7/8D x 22 "H
1	S14570513	36"w x 18"d x 3"ht, Cushion for Beach P1, Cheeky/Lipstick
2	S14570515/ std model	700 Series Files Credenza Cupboard w/1 Adj Shelf 36W x 18-7/8D x31-7/8 "H
1	S7L/7219T-74P	700 Series Files File Top 19x72 74P Edge
1	S14570516 std model	Custom Freestanding BENCH, 1 Adj Shelf, 72W x 18-7/8 D x 22"H
1	S14-570517	72"W x 18"d x 3 ht, Cushion for Bench P1, Cheeky/Lipstick
16	04D.BL	Transport Dolly, Poly/Mesh Chairs
4	04D.BL	Transport Dolly, Poly/Mesh Chairs
1	S14570518/std model	Venue Lam Top, Rctrck, 74P Edge, 36x96" (2) powerup ctr
1	S14570522/ std model	Venue "D" Base, Double Pedestal, 2 Columns, 28x67"
1	S14594857/ATMTD2466-74	All Terrain Mobile Instructors Desk, Steel Door, Bowtie Pull, Rt Wrksrfc, 66"
1	S14594857/ATMTD2466-7	All Terrain Mobile Instructors Desk, Steel Door, Bowtie Pull, Rt Wrksrfc, 66"
1	S14594857/ATMTD2466	All Terrain Mobile Instructors Desk, Steel Door, Bowtie Pull, Rt Wrksrfc, 66"
4	HUN2460-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x60", Rect, 74P Edge
4	HUN2460-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x60", Rect, 74P Edge
4	HUN2460-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x60", Rect, 74P Edge
4	HUN2460-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x60", Rect, 74P Edge
2	HUN2442-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x42", Rect, 74P Edge
2	HUN2442-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x42", Rect, 74P Edge
2	HUN2442-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x42", Rect, 74P Edge
2	HUN2442-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x42", Rect, 74P Edge
1	S14570543/ std model	Venue Lam Top, Rctrck, 74P Edge, 48x120"
1	S14570545/ std model	Venue "D" Base, Triple Pedestal, 3 Columns, 28x96"
1	HUN2442-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x42", Rect, 74P Edge
1	HUN2442-74P	Hurry Up Tbls, Flp-Tp-Nst, 24x42", Rect, 74P Edge
1	IQXR420-74P	Inquire Fixed Leg, Round, x-Base, 74P Edge, Col Leg, 42" Dia

1	IQXR420-74P	Inquire Fixed Leg, Round, x-Base, 74P Edge, Col Leg, 42" Dia
1	IQXR420-74P	Inquire Fixed Leg, Round, x-Base, 74P Edge, Col Leg, 42" Dia
1	IQXR420-74P	Inquire Fixed Leg, Round, x-Base, 74P Edge, Col Leg, 42" Dia
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	1350	Sela Rectangular Coffee Table, 48W x 20Dx15"H
1	S14570548/IQXR420-74	Inquire NumaLift, Round, x-Base, 74P Edge, Col Leg, 42"Dia
1	S14592532/IQXR420-74	Inquire NumaLift, Round, x-Base, 74P Edge, Col Leg, 42"Dia
1	IQXS360-74P	Inquire Fixed Leg, Square, x-Base, 74P Edge, Col Leg, 36x36"
1	S14592535/IQXS300-74P	Inquire Fixed Leg, Square, x-Base, 74P Edge, Col Leg, 24"x24"x29
2	HUN2472-74P	Hurry Up Tbls, Flip-Tp-Nst, 24x72", Rect, 74P Edge
3	HUN3060-74P	Hurry Up Tbls, Flip-Tp-Nst, 30x60", Rect, 74P Edge
16	SCC-24-11	Very Seating, Conference, Fabric Seat, Plastic/Poly Back
4	4856-0043-2AT	Hello, Mini Mobile
2	8455-0043-2T	Hello, Mobile Lounge
2	SZT-20-724MA1	Zody Task, Feb St/Mesh Bk, 4D Arm, w/PAL, BkLk&Fw
2	SZT-20-724MA2	Zody Task chair, Fabric Seat Mesh Back
1	4854-0011-T	Hello, Lounge, 1-Seat, Std Arms
1	4854-0012-T	Hello, Lounge, 2 Seat, Std Arms
1	EUD1-0000-1311VB	Power/Comm Module, Single-Sided
1	JPTP-24-SJ	XSeries, Pedestal, Jpull, Mobile w/Tugped, P/B/F, 24"D, ptdfrt
1	QBDF-2972-FZNLKFL	Beside, Base Unit, Double, Full 29 In. H X 72 Inc. W
1	QBRA-1872-LJS	Beside, Storage Top 18 In. D x 72 In. W
1	QUS1-1672-FLLVL	Beside, Storage Unit, Overhead, Single-Sided 16 In. H X 72 In. W
1	QUSS-1072-QEN	Beside Storage, Stanchion Kit 10 In. H X 72 In. W
1	WKRA-3054-LJSC	Reside, Worksurface, Rectangular 30In. D X 54 In. W
2	ZKI1-0000-PNFG	Reside, Leg, straight, single
1	EUD1-0000-1311VB	Power/Comm Module, Single-sided
1	JPTP-24-SJ	Xseries, Pedestal, Jpull, Mobile w/Tugped, P/B/F, 24"D, Ptdfrt
1	QBDF-2972-ZFNLKFL	Beside, Base Unit, Double, Full 29 In. H X 72 Inc. W
1	QBRA-1872-LJS	beside, Storage top 18 In. D x 72 In. W
1	QUS1-1672-GLLVL	Beside, Storage Unit, Overhead, Single-Sided 16 In. H X 72In. W
1	QUSS-1072-QEN	Beside Storage, Stanchion Kit 10 In. H X 72 In. W
1	WKRA-3054-LJSC	Reside, Worksurface, Rectangular 30In. D X 54 In. W
2	ZKI1-0000-PNFG	Reside, Leg, Straight, Single
4	SCD-19	Steel Center Drawer, 1 Lock
4	WURA-3060-LJSA	Rect Worksurface 30D X 60W
8	SPLJ-4456	Worksurface Support Panel, 30 Inc. W, Freestanding
7	JFWA-36	X Series, Counterweight, 36" File
7	JLPD-0436-SJ	X Series, Lf, Proud Style, 4X36, 1 Lock

10	JSPY-0436-S1	X Series, Storage Cabinet, 4X36
1	E2BN-438-B	Mono Panel Core-No Surf Option, Sq Top Cap, No-Pwr, 48 In. W X 40 In. H
1	E2BP-3030-B	Mono Panel Core-No Surf Option, Sq Top Cap, w/Pwr, 30 In. W X 32 In. H
1	E2BP-330-B	Mono Panel Core-No Surf Option, Sq Top Cap, w/Pwr, 36 In. W X 32 In. H
1	E2BP-4238-B	Mono Panel Core-No Surf Option, Sq Top Cap, w/Pwr, 42 In. W X 40 In. H
1	E2BP-438-B	Mono Panel Core-No Surf Option, Sq Top Cap, w/Pwr, 48 In. W X 40 In. H
1	E2JF-3030	Single Base Insert-For Mono Panel Core, Fabric, 30 Inc. W X 32 In. H
1	E2JF-3030	Single Base Insert-For Mono Panel Core, Fabric, 30 Inc. W X 32 In. H
1	E2JF-3030	Single Base Insert-For Mono Panel Core, Fabric, 36 Inc. W X 32 In. H
1	E2JF-3030	Single Base Insert-For Mono Panel Core, Fabric, 36 Inc. W X 32 In. H
1	E2JF-4238	Single Base Insert-For Mono Panel Core, Fabric, 42 Inc. W X 40 In. H
1	E2JF-4238	Single Base Insert-For Mono Panel Core, Fabric, 42 Inc. W X 40 In. H
2	E2JF-438	Single Base Insert-For Mono Panel Core, Fabric, 48 Inc. W X 40 In. H
2	E2JF-438	Single Base Insert-For Mono Panel Core, Fabric, 48 Inc. W X 40 In. H
1	JLPD-0236-SJA	X Series, Lf, Proud Style, 2X36, 1 Lock
1	JPTH-24-SJ	X Series, Pedestal, Jpull, Mobile w/Tugped, B/B/F, 24"D, Ptdfrt
1	WUCE-4266-LJSAL44	Corner, 90Deg Wrap-Around Extended Worksurface 42 x 66
1	WURA-2496-LJSA	Rect Worksurface 24 D x 96W
1	WUTS-1266-LJSC	Countertop 12D X 66W
1	WUTS-1290-LJSC	Countertop 12D X 90W



EXHIBIT L

ESTOPPEL CERTIFICATE

To: \_\_\_\_\_

Attn: \_\_\_\_\_

Re:   Date of Certificate: \_\_\_\_\_  
      Lease Dated: \_\_\_\_\_  
      Current Landlord: \_\_\_\_\_  
      Located at: \_\_\_\_\_  
      Premises: \_\_\_\_\_  
      Commencement Date of Term: \_\_\_\_\_  
      Expiration Date: \_\_\_\_\_  
      Current Rent: \_\_\_\_\_

Helpline Youth Counseling, Inc. ("Tenant") hereby certifies that as of the date hereof:

1.     Tenant is the present owner and holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.     (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

      (b)    The current Rent is set forth above.

      (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Except as specified in the Lease, Tenant has no option or right to renew, extend or cancel the Lease.

      (d)    Except as specified in the Lease, Tenant has no option or right to lease additional space in the Premises or Building or to use any parking.

      (e)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

      (f)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession, except as expressly set forth in the Lease.

3.     (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified, changed, altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

      (b)    To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

      (c)    The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

MARK SALADINO  
County Counsel

By: \_\_\_\_\_

Deputy County Counsel